PREPARED BY AND RETURN TO:
Joe M. Kirsch, Attorney
6055 Primacy Parkway, Suite 410
Memphis, TN 38119
901-767-5566
Fax: 901-761-5690

BILL GARRETT, Davidson County
Trans:T20100031948 DEEDTRS
Recvd: 05/27/10 11:08 2 pgs
Fees:13.00 Taxes:141.34
20100527-0040909

Name: Paul Markahn and Eileen Markahn
S & K#: 10-001346

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated September 24, 1998, recorded in Book 11135, Page 625 in the Register's Office of Davidson County, Tennessee, Paul Markahn and Eileen Markahn, conveyed to Transcontinental Title, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein mentioned and set forth; and,

WHEREAS, the holder of the debt secured appointed the undersigned as Substitute Trustee by Instrument of record in Instrument Number 20100325-0022308 in the Register's Office of Davidson County, Tennessee; and,

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and,

WHEREAS in pursuance of said request by said beneficiary, the said property was by the undersigned, advertised for sale in conformity with the terms and provisions of sale Deed of Trust by which advertisement the sale was appointed to be held on April 12, 2010 at 10:00 am, at which time it was announced the sale adjournment to be held on May 12, 2010, at the Davidson County Courthouse in Nashville, Tennessee, at 1:00PM; and,

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which time the said property was struck off and sold to James Roberts whose address is 201 Thompson Lane, Suite 200, Nashville, TN 37211, at and for the sum of $[illegible]8,201.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, James Roberts has complied with the terms of the sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance being applied upon said indebtedness for which property was sold.

NOW, THEREFORE, in consideration of the premises and the payment by James Roberts, the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Shapiro & Kirsch, LLP., as Substitute Trustee, does hereby grant, bargain, sell and convey to the said James Roberts, his heir, successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Hermitage, County of Davidson, State of Tennessee, to-wit:

Described property located in Davidson County, Tennessee to wit:

Lot No. 53 a on the Plan of Zone Division Lots No. 4, 5, 6, and 53, Hunter's Point Subdivision, of record in Book 6200, Page 173 Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

This legal description is identical with that in Deed of Trust recorded in Book 11135, Page 625, in the Register's Office of Davidson County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Book 11135, Page 625, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Quit Claim Deed, recorded in Book 10330, Page 354, in the Register's Office for Davidson County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines and easements, State and Federal tax liens.

SUBJECT TO TENANT(S) RIGHTS IN POSSESSION.

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any wise appertaining unto James Roberts, his heir, successors and assigns, in fee simple forever, to whom the said Shapiro & Kirsch, LLP, Substitute Trustee, warrants the title to the aforesaid real property against the lawful claims of all persons claiming by, through or under him, as such Substitute Trustee, but not further or otherwise.

IN WITNESS WHEREOF, the said Shapiro & Kirsch, LLP, Substitute Trustee, has hereunto set his hand and seal on the date written below.

Shapiro & Kirsch, LLP

D. Denise Griffin, Managing Foreclosure Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 12th day of May, 2010, before me, a Notary Public, in and for said State and County, personally appeared D. Denise Griffin, with whom I am personally acquainted, and who, upon oath acknowledged to be the Managing Foreclosure Attorney of Shapiro & Kirsch, LLP the within named bargainor, a limited liability partnership, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Partnership.

WITNESS my hand and Notarial Seal at Office the day and year above written.

TRACY L. SHARP
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 11/02/2013

Notary Public

My commission expires:

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is $38,201.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ 38,201

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 27 DAY OF May 2010

Deputy Register

Affiant

_____, day of _____, 2010.

Notary Public

PROPERTY ADDRESS: 5109 Hunters Point Lane, Hermitage, TN 37076

RETURN TO:
PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
James Roberts
201 Thompson Lane, Suite 200, Nashville, TN 37211

S & K #:10-001346
Map & Parcel – 09805015300

PREPARER'S NOTE: IT IS THE GRANTEE'S RESPONSIBILITY TO RECORD THIS INSTRUMENT. FAILURE TO DO SO MAY ADVERSELY AFFECT TITLE OR INTEREST.