BILL GARRETT, Davidson County
Trans:T20100072965 DEEDTRS
Recvd: 11/17/10 12:31 2 pgs
Fees:13.00 Taxes:493.66
20101117-0092064

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

Name: Cynthia S. & Timothy A. Ramsey,
S & K#: 10-008303

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated June 21, 2007, recorded in Instrument number 20070702-0078684 in the Register's Office of Davidson County, Tennessee, Timothy A. Ramsey and Cynthia S. Ramsey, husband and wife, conveyed to Brent S. Knight, 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 20100922-0075309, in the Register's Office of Davidson County, Tennessee; and,

WHEREAS, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and,

WHEREAS, pursuant to T.C.A. § 35-5-101 Notice of the Foreclose Sale including the date, time, location, and terms of the sale was timely given by mailing a copy of the Notice of Sale by registered or certified mail, return receipt requested, to all parties entitled to said notice, 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 September 22, 2010 at 1:00 PM, at which time it was announced the sale adjournment to be held on October 22, 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 HSBC Mortgage Services Inc., whose address is HSBC Consumer and Mortgage Lending, 636 Grand Regency Blvd., Brandon, Florida 33509 at and for the sum of $133,422.12, that being the highest and best bid offered; and,

WHEREAS, the purchaser, being the holder of the indebtedness 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 HSBC Mortgage Services Inc., 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 HSBC Mortgage Services Inc., its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Madison, County of Davidson, State of Tennessee, to-wit:

Described property located in Davidson County, Tennessee, to wit:

TRACT/LOT 1 & TRACT/LOT 2

Lot Numbers 1 and 2 on the plan of Resubdivision Lot Number 34 Montague Subdivision, of record in Book 5190, page 251, Register's Office for said County.

TRACT 3

Part of Lot Number 35 on the Map of Montague Subdivision, as of record in Book 421, page 129, Register's Office for said County, described as follows:

BEGINNING in the center of Fern Bank Drive (erroneously referred to as Ferm Bank Drive in Deed of Trust), now known as Fernbank Avenue, at the northwest corner of Lot Number 36 on said Plan; thence with the line between said Lot Numbers 35 and 36, southeastwardly 405 feet to low water mark of Cumberland River; thence with low water mark of said River, northeastwardly 95 feet to the southeast corner of that part of Lot Number 35 conveyed to Mrs. Amelia M. Litterer (erroneously referred to as Mr. Amelia M. Litterer in Deed of Trust) by deed from Marvin W. Wiles, of record in Book 2447, Page 599, said Register's Office; thence with said Litterer's line, westwardly 125 feet; thence in a northwesterly direction to a point in the northerly margin of said Lot Number 35, 205 feet West of the point of beginning; thence westerly, with the southerly margin of Lot Number 34, 225 feet to the center of said Drive; thence with the same, southwestwardly 100 feet to the BEGINNING.

This legal description is identical with that in Deed of Trust recorded in Instrument number 20070702-0078684 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 Instrument number 20070702-0078684 Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Book 8248, Page 41, in the Register's Office for Davidson County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines and easements.

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 HSBC Mortgage Services Inc., its 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

Ashley M. Jones, Authorized Agent

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 22nd day of October, 2010, before me, a Notary Public, in and for said State and County, personally appeared Ashley M. Jones, with whom I am personally acquainted, and who, upon oath acknowledged to be the Authorized Agent 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.

TRAVIS SCAGGS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY My Commission Expires 02/01/2012

2/1/2012
My commission expires:

Travis Scaggs
Notary Public

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of property conveyed (whichever is greater) is $133,422.12.

Affiant

Subscribed and sworn to before me on the date written above.

2/1/2012
My commission expires:

Travis Scaggs
Notary Public

TRAVIS SCAGGS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY My Commission Expires 02/01/2012

PROPERTY ADDRESS: 1135 Fernbank Avenue, Madison, TN 37115

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
HSBC Mortgage Services Inc.
636 Grand Regency Blvd.
Brandon, Florida 33509

S & K #:10-008303
Map & Parcel – 05209013200