PREPARED BY AND RETURN TO:
Tracy Sharp
Shapiro & Kirsch, LLP
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566
Fax (901)761-5690

BILL GARRETT, Davidson County
Trans:T20120039945 DEEDTRS
Recvd: 05/31/12 12:48 3 pgs
Fees:17.00 Taxes:0.00
20120531-0047241

Name: A. Arthur McKew, Sherry E. McKew

S&K#: 10-010898

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated January 13, 2010, recorded in Instrument No. 20100121-0005189, in the Register's Office of Davidson County, Tennessee, A. Arthur McKew and Sherry E. McKew, husband and wife conveyed to FMLS, Inc., 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, Regions Bank DBA Regions Mortgage appointed the undersigned as Substitute Trustee by Instrument of record in Instrument Number 20120105-0001033, 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 Notice of the Right to Foreclose has been timely given in compliance with Tennessee Code Annotated §35-5-117.

WHEREAS, Regions Bank DBA Regions Mortgage 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 Foreclosure 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.

WHEREAS, in pursuance of said request by said Regions Bank DBA Regions Mortgage, the said property was by the undersigned, advertised for sale in conformity with the terms and provisions of said Deed of Trust, by which advertisement the sale was appointed to be held on May 11, 2012, at the Davidson County Courthouse, South Main door, One Public Square, Nashville, Tennessee, at 10:00 AM; 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 Regions Bank DBA Regions Mortgage, whose address is Regions Mortgage, 7130 Goodlett Farms Parkway, A4W, Cordova, Tennessee 38016, at and for the sum of $63,000.00, that being the highest and best bid offered; and,

WHEREAS, the said Regions Bank DBA Regions Mortgage has assigned its interests in the said property to Federal Home Loan Mortgage Corporation, its successors and assigns; 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 Regions Bank DBA Regions Mortgage 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 Federal Home Loan Mortgage Corporation, its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Nashville, County of Davidson, State of Tennessee, to wit:

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

Unit Number H-2, together with the carport designated Number H-2-C, in River Plantation, Section Two, a Condominium, a Horizontal Property Regime, as shown on the plat of River Plantation, Section Two, Condominium Apartments, recorded in Book 4460, Pages 136 (erroneously referred to as 138 on Deed of Trust of record at Instrument Number 20100121-0005189) and 137, said Register's Office, and described in a Master Deed recorded in Book 4661, Page 334, said Register's Office. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners, and tenants of River Plantation, Section Two, Condominium Apartments, contained in the Master Deed and

the By-Laws appended thereto, recorded in Book 4661, Page 334, said Register's Office, are incorporated in this deed by reference and made a part hereof the same as though copied herein. Also incorporated herein are the amended By-Laws of record in Book 4691, Page 906, Register's Office for Davidson County, Tennessee.

This legal description is identical with that in Deed of Trust recorded in Instrument No. 20100121-0005189, 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 Instrument No. 20100121-0005189, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Instrument Number 20030902-0127036, 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 and any other matter of record.

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 Federal Home Loan Mortgage Corporation, 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 it, as such Substitute Trustee, but not further or otherwise.

IN WITNESS WHEREOF, the said Shapiro & Kirsch, LLP, Substitute Trustee, has hereunto set its hand and seal this 23rd day of May, 2012.

Shapiro & Kirsch, LLP

By: _____

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 23 day of May, 2012, 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 himself/herself to be an authorized signatory 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.

04-20-14
My commission expires:

_____
Notary Public

ERIC FLEMING
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

NO TAX/GOVERNMENTAL AGENCY
TCA CODE 67-4-409

PROPERTY ADDRESS: 220 Plantation Court, Unit H-2, Nashville, Tennessee 37221

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Federal Home Loan Mortgage Corporation
2839 Paces Ferry Road NW
Suite 700
Atlanta, Georgia 30339

S&K File #10-010898
Map & Parcel -142050A05000CO

PREPARED BY AND RETURN TO:
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Shapiro & Kirsch, LLP
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Memphis, TN 38117
(901)767-5566
Fax (901)761-5690

COST OF PUBLICATION

First Insertion	$[redacted]
Second Insertion	[redacted]
Third Insertion	[redacted]
Total	$[redacted]

SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on **May 11, 2012 at 10:00 AM local time**, at the Davidson County Courthouse, South Main door, One Public Square, Nashville, Tennessee pursuant to Deed of Trust executed by A. Arthur McKew and Sherry E. McKew, husband and wife, to FMLS, Inc., Trustee, on January 13, 2010 at Instrument No. 20100121-0005189; conducted by Shapiro & Kirsch, LLP Substitute Trustee, all of record in the Davidson County Register's Office.

Owner of Debt: Regions Bank DBA Regions Mortgage

The following real estate located in Davidson County, Tennessee, will be sold to the highest call bidder subject to all unpaid taxes, prior liens and encumbrances of record:

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

Unit Number H-2, together with the carport designated Number H-2-C, in River Plantation, Section Two, a Condominium, a Horizontal Property Regime, as shown on the plat of River Plantation, Section Two, Condominium Apartments, recorded in Book 4460, Pages 136 (erroneously referred to as 138 on Deed of Trust of record at Instrument Number 20100121-0005189) and 137, said Register's Office, and described in a Master Deed recorded in Book 4661, Page 334, said Register's Office. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners, and tenants of River Plantation, Section Two, Condominium Apartments, contained in the Master Deed and the By-Laws appended thereto, recorded in Book 4661, Page 334, said Register's Office, are incorporated in this deed by reference and made a part hereof the same as though copied herein. Also incorporated herein are the amended By-Laws of record in Book 4691, Page 906, Register's Office for Davidson County, Tennessee.

Street Address: 220 Plantation Court, Unit H-2, Nashville, Tennessee 37221

Parcel Number: 142050A050000C0

Current Owner(s) of Property: A. Arthur McKew and Sherry E. McKew, husband and wife

Other interested parties: River Plantation Section Two, Inc., c/o Jon D. Curtis, Attorney at Law

The street address of the above described property is believed to be 220 Plantation Court, Unit H-2, Nashville, Tennessee 37221, but such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

SALE IS SUBJECT TO TENANT(S) RIGHTS IN POSSESSION.

If applicable, the notice requirements of T.C.A. 35-5-117 have been met.

SALE IS SUBJECT TO HOMEOWNERS ASSOCIATION LIEN OF RECORD AT 20111104008644B, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

All right of equity of redemption, statutory and otherwise, and homestead are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

If the highest bidder cannot pay the bid within twenty-four (24) hours of the sale, the next highest bidder, at their highest bid, will be deemed the successful bidder.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded at any time.

This office may be a debt collector. This may be an attempt to collect a debt and any information obtained may be used for that purpose.

Shapiro & Kirsch, LLP Substitute Trustee
www.kirschattorneys.com
Law Office of Shapiro & Kirsch, LLP
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
Phone (901)767-5566
Fax (901)761-5690

File No. 10-010898
Apr. 20, 27, May 4, 2012 Fhl14642

PROOF OF PUBLICATION

THE WESTVIEW NEWSPAPER, LLC dba/ NASHVILLE LEDGER, the Publisher of the NASHVILLE LEDGER, a weekly newspaper of general circulation printed in the State of Tennessee and distributed throughout Davidson, Williamson, Cheatham and Dixon counties in Tennessee, states that the hereto attached publication appeared in the NASHVILLE LEDGER on the following dates:

April 20, 2012
April 27, 2012
May 4, 2012

THE WESTVIEW NEWSPAPER, LLC dba/ NASHVILLE LEDGER

By: _____
Catron J. Kerr, Administrative Assistant

STATE OF TENNESSEE

On this 4th day of **May 2012**, this instrument was signed and sealed on behalf of the corporation (or association), by authority of its Board of Directors and **Catron Kerr** acknowledged the instrument to be the free act and deed of the corporation (or association) and that the corporation has no corporate seal.

FIT