BILL GARRETT, Davidson County
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20120802-0068277

PREPARED BY AND RETURN TO:
Lori Wilson
Shapiro & Kirsch, LLP
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566
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Name: David Reeves, Sharon Reeves
S&K#: 12-036467

**SUBSTITUTE TRUSTEE'S DEED**

WHEREAS, by Deed of Trust dated September 17, 2007, recorded in Instrument No. 20070924-0113916, in the Register's Office of Davidson County, Tennessee, David Reeves and Sharon Reeves, husband and wife conveyed to Jeanine B. Saylor, 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, Tennessee Housing Development Agency appointed the undersigned as Substitute Trustee by Instrument of record in Instrument Number 20120626-00055952, 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, Tennessee Housing Development Agency 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 Tennessee Housing Development Agency, 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 July 24, 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 Tennessee Housing Development Agency, whose address is Magna Bank, 825 Timbercreek Drive, Cordova, Tennessee 38018, at and for the sum of $69,073.50, 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 Tennessee Housing Development Agency 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 Tennessee Housing Development Agency, its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Old Hickory, County of Davidson, State of Tennessee, to-wit:

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

Being Lot Number 90, on the Plat of Section C, Village of Old Hickory (also referred to as Plan of E.I. Dupont de Nemours and Company's Subdivision), of record in Book 1424, Page 66, Register' Office for said County, 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 Instrument No. 20070924-0113916, 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. 20070924-0113916, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Instrument Number 200709240113915, 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 Tennessee Housing

Development Agency, 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 26th day of July, 2012.

Shapiro & Kirsch, LLP

By: _____

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 26th day of July, 2012, before me, a Notary Public, in and for said State and County, personally appeared Ashley Jones, with whom I am personally acquainted, and who, 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.

MY COMMISSION EXPIRES
JANUARY 05, 2015
My commission expires:

_____
Notary Public

JAMIE LANGSTON
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

**PROPERTY ADDRESS:** 1100 Elliston Street, Old Hickory, Tennessee 37138

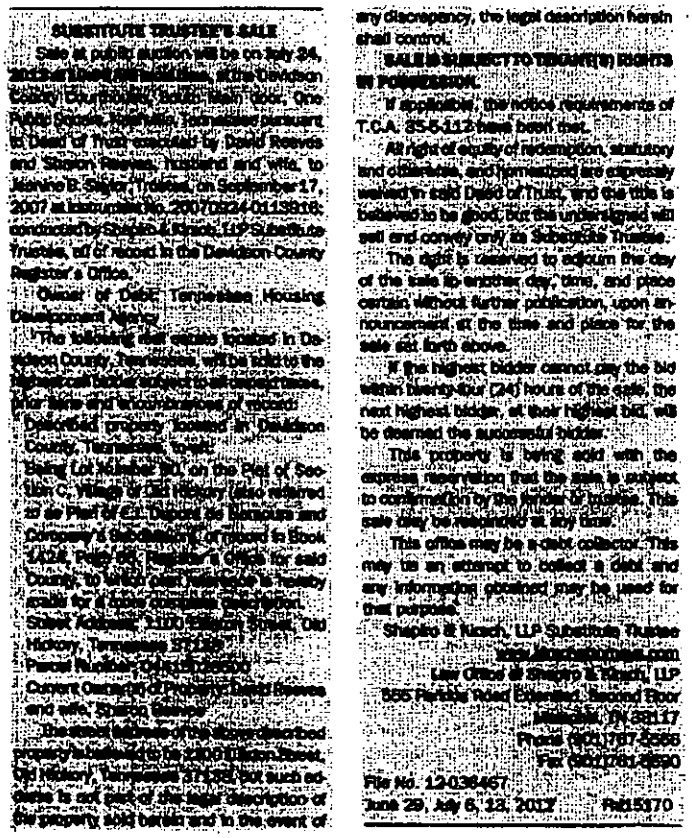
**PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:**
Tennessee Housing Development Agency
825 Timbercreek Drive
Cordova, Tennessee 38018

**S&K File #12-036467**
**Map & Parcel -04415026500**

**PREPARED BY AND RETURN TO:**
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**COST OF PUBLICATION**

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



SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on July 24, [illegible] at the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee pursuant to Deed of Trust executed by David Reeves and Sharon Reeves, husband and wife, to Monroe B. Shapiro, Trustee, on September 17, 2007 at Instrument No. 20070924-0113816, conducted by Shapiro & Ronch, LLP Substitute Trustee, of record in the Davidson County Register's Office.

Owner of Debt: Tennessee Housing Development Agency

The following real estate located in Davidson County, Tennessee, will be sold to the highest bidder for cash or certified funds, after sale and reconveyance of record:

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

Being Lot Number 301 on the Plat of Section C, Village of Old Hickory, plan recorded as the Plat of C-1, Duplex to Bungalow and Condominium Subdivision, of record in Book 1428, Page 66, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Street Address: 1100 Gallatin Street, Old Hickory, Tennessee 37138

Parcel Number: 04116000300

Current Owner: [illegible] Reeves and wife, Sharon Reeves

The street address of the above-described property is believed to be 1100 Gallatin Street, Old Hickory, Tennessee 37138, 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 [illegible] RIGHTS OF POSSESSION.

If applicable, the notice requirements of T.C.A. 35-5-113 have been met.

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 holder of mortgage. 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 & Ronch, LLP Substitute Trustee
www.shapironchlaw.com
Law Office of Shapiro & Ronch, LLP
555 Parkway Road Extended, Second Floor
Memphis, TN 38117
Phone (901)767-5566
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File No. 12-036467
June 29, July 6, 13, 2012 Pub:5170

## 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:

**June 29, 2012**
**July 6, 2012**
**July 13, 2012**

**THE WESTVIEW NEWSPAPER, LLC dba/ NASHVILLE LEDGER**

By: _____
**Catron J. Kerr, Administrative Assistant**

STATE OF TENNESSEE

On this 13th day of **July 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**

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