PREPARED BY AND RETURN TO:
India Samuels
Shapiro & Kirsch, LLP
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BILL GARRETT, Davidson County
Trans:T20130008515 DEEDTRS
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SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated December 18, 1996, recorded in Book 10302, Page 974, Instrument No. n/a; re-recorded in Book 10461, Page 829, in the Register's Office of Davidson County, Tennessee, Gloria Alderson and Kenneth Alderson, wife and husband conveyed to James A. Crislip, 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 undersigned was appointed as Substitute Trustee by Instrument of record in Instrument Number 20121206-0112305, 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 pursuant to T.C.A. §35-5-117(a), Notice of the Right to Foreclose was not required.

WHEREAS, the holder requested said Substitute Trustee to, upon proper advertisement and notice, 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, the said property was by the Substitute Trustee, 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 January 22, 2013, 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 Wells Fargo Bank, N.A. s/b/m to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A, as Trustee for Equivantage Home Equity Loan Trust 1997-1, whose address is Wells Fargo Bank, NA, 3476 Stateview Blvd, MAC# X7801-013 (FC), Fort Mill, South Carolina 29715, at and for the sum of $16,150.00, 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 Wells Fargo Bank, N.A. s/b/m to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A, as Trustee for Equivantage Home Equity Loan Trust 1997-1 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 Wells Fargo Bank, N.A. s/b/m to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A, as Trustee for Equivantage Home Equity Loan Trust 1997-1, 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 the City of Nashville, Davidson County, Tennessee, to wit:

Being Lot Number 44 on the Map of Weakley and Dodd's Subdivision of Lot Number 17 in Brooklyn, as of record in Book 57, Page 126, Register's Office for said County.

Said Lot Number 44 fronts 50 feet on the northerly side of Vester Avenue and runs back 150 feet on the easterly line and 157 feet on the westerly line to a dead line, measuring 50.4 feet thereon.

This legal description is identical with that in Deed of Trust recorded in Book 10302, Page 974, Instrument No. n/a; re-recorded in Book 10461, Page 829, 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 10302, Page 974, Instrument No. n/a; re-recorded in Book 10461, Page 829, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Book 7955, Page 180, 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. The Substitute Trustee does not warrant or guarantee any amounts of acreage that may be referenced in the legal description.

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 Wells Fargo Bank, N.A. s/b/m to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A, as Trustee for Equivantage Home Equity Loan Trust 1997-1, 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 24 day of January, 2013.

Shapiro & Kirsch, LLP

By: _____

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 24th day of January, 2013, before me, a Notary Public, in and for said State and County, personally appeared Phillip Brooks, 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.

11-14-2015
My commission expires:

_____
Notary Public

DOROTHY A. WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY, TENN. My Comm. Expires November 14, 2015

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 $16,150.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

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

11-14-2015
My commission expires:

_____
Notary Public

DOROTHY A. WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY, TENN. My Comm. Expires November 14, 2015

PROPERTY ADDRESS: 605 Vester Avenue, Nashville, Tennessee 37207

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Wells Fargo Bank, N.A. s/b/m to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A, as Trustee for Equivantage Home Equity Loan Trust 1997-1
3476 Stateview Blvd
MAC# X7801-013 (FC)
Fort Mill, South Carolina 29715

S&K File #12-042852 / WNI
Map & Parcel -071 10 0 102.00

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COST OF PUBLICATION

First Insertion $
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Third Insertion
Total

SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on **January 2, 2013 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 Gloria Alderson and Kenneth Alderson, wife and husband, to James A. Crislip, Trustee, as trustee for Equivantage Inc. on December 18, 1996 at Book 10302, Page 974, Instrument No. n/a; re-recorded in Book 10461, Page 829; conducted by Shapiro & Kirsch, LLP having been appointed Substitute or Successor Trustee, all of record in the Davidson County Register's Office. Default has occurred in the performance of the covenants, terms, and conditions of said Deed of Trust and the entire indebtedness has been declared due and payable.

Party Entitled to Enforce the Debt: Owner of debt: Wells Fargo Bank, N.A. a/k/a to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A. as Trustee for Equivantage Home Equity Loan Trust 1997-1

The following real estate located in Davidson County, Tennessee, will be sold to the highest call bidder:

Described property located in the City of Nashville, Davidson County, Tennessee, to wit: Being Lot Number 44 on the Map of Weakley and Dodd's Subdivision of Lot Number 17 in Brooklyn, as of record in Book 57, Page 126, Register's Office for said County. Said Lot Number 44 fronts 50 feet on the northerly side of Vester Avenue and runs back 150 feet on the easterly line and 157 feet on the westerly line to a dead line, measuring 50.4 feet thereon.

Street Address: 605 Vester Avenue, Nashville, Tennessee 37207

Parcel Number: 071 10 0 102.00

Current Owner(s) of Property: Kenneth Alderson and wife, Gloria Alderson

Other interested parties: First Select Corporation c/o Buffaloe & Associates, Cavalry Investments LLC, Assignee of Bank One c/o Finkelstein, Kern, Steinberg & Cunningham, Centennial Medical Center c/o Barry J. Gammons, Attorney, Cavalry Portfolio Services LLC as assignee of Cavalry SPV II, LLC, as assignee of CONSECO as assignee of Conseco Finance c/o John M. Richardson, Jr., Attorney, Gault Financial, LLC c/o Timothy N. Thompson, Attorney, Centurion Capital Corporation c/o Mark A. Sexton, Attorney, SunTrust Bank, Nashville, N.A. c/o Andrew B. Gibson, Jr., Attorney and LVNV Funding LLC as assignee of Household c/o Bart Lloyd Attorney, Nathan & Nathan, P.C.

The street address of the above described property is believed to be 605 Vester Avenue, Nashville, Tennessee 37207, 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 will control.

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

If applicable, the HB 3588 letter mailed to the borrower(s) pursuant to Tennessee Code Annotated 35-5-117. This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; and any restrictive covenants, easements, or setback lines that may be applicable; any statutory right of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose.

This sale is subject to all matters shown on any applicable recorded plat any unpaid taxes; and any restrictive covenants, easements, or setback lines that may be applicable; any statutory right of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property: First Select Corporation c/o Buffaloe & Associates, Cavalry Investments, LLC, Assignee of Bank One c/o Finkelstein, Kern, Steinberg & Cunningham, Centennial Medical Center c/o Barry J. Gammons, Attorney, Cavalry Portfolio Services LLC as assignee of Cavalry SPV II, LLC, as assignee of CONSECO as assignee of Conseco Finance c/o John M. Richardson, Jr., Attorney, Gault Financial, LLC c/o Timothy N. Thompson, Attorney, Centurion Capital Corporation c/o Mark A. Sexton, Attorney, SunTrust Bank, Nashville, N.A. c/o Andrew B. Gibson, Jr., Attorney and LVNV Funding LLC as assignee of Household c/o Bart Lloyd, Attorney, Nathan & Nathan, P.C.

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 by the Substitute Trustee 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
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File No. 12-042852
Dec. 21, 28, 2012 Jan. 4, 2013 Fh16906

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, Dixon, Wilson, Robertson, Rutherford, Sumner and Montgomery counties in Tennessee, states that the hereto attached publication appeared in the NASHVILLE LEDGER on the following dates:

December 21, 2012
December 28, 2012
January 4, 2013

THE WESTVIEW NEWSPAPER, LLC dba/ NASHVILLE LEDGER

By: _____
Catron J. Kerr, Administrative Assistant

STATE OF TENNESSEE

On this 4th day of **January 2013,** 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.

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