THIS INSTRUMENT PREPARED BY:
India Samuels
Shapiro & Kirsch, LLP
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566

Return To
Vanderpool, Pearman, & Drumwright
[illegible]

S&K:11-024795

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated September 26, 1995, recorded in Book 9814, Page 807, Instrument No. n/a, in the Register's Office of Davidson County, Tennessee, Donna J. Gammon and Douglas A. Gammon, both unmarried conveyed to Daniel W. Small, 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 20130131-0010111, 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 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 July 2, 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 MP Enterprises, LLC, whose address is 5516 Maplesong Drive, Nashville, TN 37211, at and for the sum of $51,000.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, MP Enterprises, LLC, 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 MP Enterprises, LLC 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 MP Enterprises, LLC, 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:

Land in the 11th Civil District of Davidson County, Tennessee, described as two tracts, according to a copy of a survey made by Harvey Gee, on November 3, 1952, as follows:

Tract 1: Beginning at an iron pin in the South margin of Ward Highway. 201 feet East of the Easterly margin of Kinsey Road, being the Northeast corner of Lot 43 of part of East Madison Addition, subdivision of North 25 acres of Stiddum Tract, not of record; thence with the margin of said Ward Highway, and passing a turn in the same, and along the line of Lot 94 and other property, South 87 degrees East 290 feet to an iron pin in the West terminus of a 15 foot right-of-way thence South 3 degrees West, crossing said 15 foot right-of-way and along the West terminus thereof, 283.7 feet to an iron pin in the North line of the subdivision known as Homeacres; thence with the North line of same, North 87 degrees West 324.5 feet to an iron pin in the Southeast corner of Lot 38 of said East Madison Addition; thence with the East line of Lots 38 and 43, inclusive, North 9 degrees 55' East 285.8 feet to the beginning, containing 2 acres, (acreage not warranted) more or less.

Tract 2: Being a 15 foot right of way running from the Northeast corner of the above Tract Number 1, Easterwardly, and described as follows:

Beginning at an iron pin in the Northeast corner of Tract 1, above described in the South line of the property of Charlie Bell; thence with Bell's South line, South 87 degrees East 299 feet to a point; thence South 3 degrees West 15 feet; thence Westerly 299 feet to the East line of Tract 1; thence with the line of the same, North 3 degrees East 15 feet to the beginning.

This legal description is identical with that in Deed of Trust recorded in Book 9814, Page 807, Instrument No. n/a, 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 9814, Page 807, Instrument No. n/a, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Book 9814, Page 804, in the Register's Office for Davidson County, Tennessee.

11-024795 / STD
7/31/2013 3:37 PM

BILL GARRETT, Davidson County
Trans:T20130074728 DEEDTRS
Recvd: 08/29/13 09:02 3 pgs
Fees:18.00 Taxes:188.70

20130829-0091117

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 MP Enterprises, LLC, 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 5 day of August, 2013.

Shapiro & Kirsch, LLP

By: _____

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 5th day of August, 2013, 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, 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.

06/01/14
My commission expires:

Notary Public

CLAIRE H. JULIAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. JUNE 01, 2014

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 $51,000.00, 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.

9/20/13
My commission expires:

Notary Public

J. Carlton Drumwright
State of Tennessee Notary Public
Williamson County

PROPERTY ADDRESS: 910 Ward Road, Madison, Tennessee 37115

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
MP Enterprises, LLC
~~5516 Maplecong Drive, Nashville, TN 37211~~
5543 Edmonson Pike, Suite 33, Nashville, TN 37211
S&K File #11-024795 / WNI
Map & Parcel -052 03 0 152.00

RETURN TO:

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

COST OF PUBLICATION

First Insertion
Second Insertion
Third Insertion
Total _____

SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on July 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 Donna J. Gammon and Douglas A. Gammon, both unmarried, to Daniel W. Small, Trustee, as trustee for Guaranty Trust Company on September 26, 1995 at Book 9614, Page 807, Instrument No. n/a; 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, NA

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

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

Land in the 11th Civil District of Davidson County, Tennessee, described as two tracts, according to a copy of a survey made by Harvey Gee, on November 3, 1952, as follows:

Tract 1: Beginning at an iron pin in the South margin of Ward Highway, 201 feet East of the Easterly margin of Kinsey Road, being the Northeast corner of Lot 43 of part of East Madison Addition, subdivision of North 25 acres of Stiddum Tract, not of record; thence with the margin of said Ward Highway, and passing a turn in the same, and along the line of Lot 94 and other property, South 87 degrees East 290 feet to an iron pin in the West terminus of a 15 foot right-of-way thence South 3 degrees West, crossing said 15 foot right-of-way and along the West terminus thereof, 283.7 feet to an iron pin in the North line of the subdivision known as Homeacres; thence with the North line of same, North 87 degrees West 324.5 feet to an iron pin in the Southeast corner of Lot 38 of said East Madison Addition; thence with the East line of Lots 38 and 43, inclusive, North 9 degrees 55' East 285.8 feet to the beginning, containing 2 acres, (acreage not warranted) more or less.

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Street Address: 910 Ward Road, Madison, Tennessee 37115

Parcel Number: 052 03 0 152.00

Current Owner(s) of Property: Douglas A. Gammon

Other interested parties: Collins Financial Services, Inc. c/o David Mendelson, Attorney, Mendelson Law Firm, GE Money Bank/Lowes, c/o David Mendelson, Attorney, Mendelson Law Firm and LVNV Funding LLC as Assignee of OSI/GULF State Credit-Original Creditor, c/o Nathan & Nathan, P.C.

The street address of the above described property is believed to be 910 Ward Road, Madison, Tennessee 37115, 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 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:

Collins Financial Services, Inc. c/o David Mendelson, Attorney, Mendelson Law Firm, GE Money Bank/Lowes, c/o David Mendelson, Attorney, Mendelson Law Firm and LVNV Funding LLC as Assignee of OSI/GULF State Credit-Original Creditor, c/o 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
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. 11-0247

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:

May 3, 2013
May 10, 2013
May 17, 2013

THE WESTVIEW NEWSPAPER, LLC dba/ NASHVILLE LEDGER

By: _____
Catron J. Kerr, Administrative Assistant

STATE OF TENNESSEE

On this 17th day of **May 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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