PREPARED BY AND RETURN TO:
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S&K:13-052093

Davidson County DEEDTRS
Recvd: 02/04/14 08:01 3 pgs
Fees:18.00 Taxes:609.77
20140204-0009599

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated February 22, 2007, recorded in Instrument No. 20070301-0025148, in the Register's Office of Davidson County, Tennessee, Jerald Harding and wife, Amber Crowder conveyed to Tri Star Title & Escrow, LLC, 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, default was made in the terms and conditions of said Deed of Trust, and the undersigned was appointed as Substitute Trustee by Instrument of record in Instrument Number 20131120-0119795, in the Register's Office of Davidson County, Tennessee; and,

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

WHEREAS, in pursuance of said request the property was by the undersigned, advertised for sale in conformity with the terms and provisions of said Deed of Trust, by publication in the Nashville Ledger, such advertisement appearing in said newspaper on December 20, 2013, December 27, 2013, and January 3, 2014, by which advertisement the sale was appointed to be held on January 23, 2014, at the Davidson County Courthouse, South Main door, One Public Square, Nashville, Tennessee, at 10:00 AM; 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 and following such notice the default was not cured.

WHEREAS, the Substitute Trustee has conducted a diligent search of the Defense Manpower Data Center (DMDC) website for each known Borrower in compliance with the Service Members Civil Relief Act, and as such the foreclosure of this property is not subject to the provisions of 50 U.S.C. § 501, *et seq.*; 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 U.S. Bank, National Association, Successor Trustee to Bank of America, N.A. as successor to LaSalle Bank, N.A. as Trustee for the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-2, whose address is Nationstar Mortgage LLC, 350 Highland Dr., Lewisville, Texas 75067, at and for the sum of $164,803.57, that being the highest and best bid offered; and,

WHEREAS, the purchaser 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 U.S. Bank, National Association, Successor Trustee to Bank of America, N.A. as successor to LaSalle Bank, N.A. as Trustee for the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-2 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 U.S. Bank, National Association, Successor Trustee to Bank of America, N.A. as successor to LaSalle Bank, N.A. as Trustee for the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-2, its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Antioch, County of Davidson, State of Tennessee, to-wit:

> Being all of Lot No. 135, on the plan of Final Plat, Section I, The Preserve at Old Hickory, "Cluster Lot Subdivision", according to plat and survey appearing of record in Instrument Number 20060824-0104545, of the Register's Office of Davidson County, to which plat reference is hereby made for more complete details of location and description of said lot.
>
> Being the same property conveyed to Jerald Harding and wife, Amber Crowder, by deed from Ole South Properties, Inc., a Tennessee Corporation, dated February 22, 2007, appearing of record in Instrument Number 200703010025147, of the Register's Office of Davidson County, Tennessee.
>
> This conveyance is made subject to Declaration of Covenants, Restrictions and Conditions contained in instrument of record in Instrument Number 20060824-0104548, and in Instrument Number 20061208-0152023; Easement to Tennessee Telephone Company of record in Instrument Number 20061013-0127087; Easement to Colonial Pipeline of record in Book 4542, page 131, in Book 3616, page 453, in Book 3570, page 13, and in Book 3571, page 599; Easement to First Suburban Water District of record in Book 4453, page 154; Transmission Line Easements of record in Book 4425, page 582, and in Book 2346, page 378; Declaration of Taking to United States of America (TVA) of record in Book 11335, page 609, and in Instrument Number 20021017-0127752; Stormwater Detention Agreement of record in Instrument Number 20041103-0132562; Charter of Home Owners Association of record in Instrument Number 20060824-0104548; Easement to TDS Telecom of record in Instrument Number 20061013-0127208; and to any and all matters shown on said plat and survey of record in Instrument Number 20060824-0104545; all of said Register's Office.

This legal description is identical with that in Deed of Trust recorded in Instrument No. 20070301-0025148, 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. 20070301-0025148, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded in Instrument Number 20070301-0025147, 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 U.S. Bank, National Association, Successor Trustee to Bank of America, N.A. as successor to LaSalle Bank, N.A. as Trustee for the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-2, 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 29th day of January, 2014.

Shapiro & Kirsch, LLP

By: Bridget Cole

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 29th day of January, 2014, before me, a Notary Public, in and for said State and County, personally appeared Bridget Cole, 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
DECEMBER 18, 2016
My commission expires:

Notary Public

TIFFANY EVERLY
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

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 $164,803.57, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Bridget Cole
Affiant

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

MY COMMISSION EXPIRES
DECEMBER 18, 2016
My commission expires:

Notary Public

TIFFANY EVERLY
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

PROPERTY ADDRESS: 816 Birchmill Pointe North, Antioch, Tennessee 37013
SECONDARY PROPERTY ADDRESS: 816 Birchmill Point North, Antioch, TN 37013

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
U.S. Bank, National Association, Successor Trustee to Bank of America, N.A. as successor to LaSalle Bank, N.A. as Trustee for the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-2
350 Highland Dr.
Lewisville, Texas 75067

S&K File #13-052093
Map & Parcel -175 06 0A 081.00

I, Oscie Bonner, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

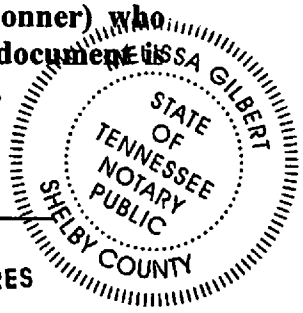
Oscie Bonner

Signature

State of Tennessee

County of Shelby

Personally appeared before me, Melissa Gilbert, a notary public for this county and state, (Oscie Bonner) who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Melissa Gilbert

Notary's Signature

MY COMMISSION EXPIRES AUGUST 01, 2016

MY COMMISSION EXPIRES: _____

Notary's Seal (If on paper)

(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electric documents registered by county registers prior to July 1, 2007 shall be considered validly registered with or without the certification provided.

(4) No county register shall be required to accept document transmitted electronically.