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

S&K:13-054642

BILL GARRETT, Davidson County
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20140331-0026382

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated October 23, 2007, recorded in Instrument No. 20071031-0128212, in the Register's Office of Davidson County, Tennessee, Patrick H. Rohling, Jr., a single man conveyed to Stewart Title Guaranty Company, 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 20140108-0002102, in the Register's Office of Davidson County, Tennessee; and,

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, 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 Tennessean, such advertisement appearing in said newspaper on January 8, 2014, January 15, 2014, and January 22, 2014, by which advertisement the sale was appointed to be held on February 27, 2014, at the Auction.com Room of the Schermerhorn Symphony Center, One Symphony Place, Nashville, TN 37201, 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 American Residential Leasing Company, LLC, whose address is 522 Uptown Square, Murfreesboro, TN 37129, at and for the sum of $133,000.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, American Residential Leasing Company, 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 American Residential Leasing Company, 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 American Residential Leasing Company, LLC, 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:

> Land in Davidson County, Tennessee, being Lot No. 166 on the Plan of Section One, Lexington Pointe Subdivision of record in Instrument No. 20000830008562 4, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to Patrick H. Rohling, Jr., unmarried by deed from Andrew S. Johnson and Kristin D. Johnson, husband and wife of record in Instrument 20050907010763 0 on 08/30/2005 and filed for record on 09/07/2005, Register's Office for said County.

This legal description is identical with that in Deed of Trust recorded in Instrument No. 20071031-0128212, 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. 20071031-0128212, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded at Instrument Number 20050907-0107630, 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 American Residential Leasing Company, 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 6th day of March, 2014.

Shapiro & Kirsch, LLP

By: _____

Authorized Signatory
Michael A. Dennie

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 6th day of March, 2014, before me, a Notary Public, in and for said State and County, personally appeared Michael A. Dennie, 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.

MYESHIA RICH
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

MY COMMISSION EXPIRES OCTOBER 21, 2017

My commission expires: _____

Notary Public

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 $133,000.00, 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.

6-18-17

My commission expires: _____

Notary Public

JESSICA S. MURPHY
STATE OF TENNESSEE NOTARY PUBLIC
FORD COUNTY

PROPERTY ADDRESS: 112 Commonwealth Court, Nashville, Tennessee 37221
SECONDARY PROPERTY ADDRESS: 112 Commonwealth Court, Nashville, Tennessee 37211

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:

American Residential Leasing Company, LLC
7047 E. Greenway Pkwy, Suite 350
Scottsdale, AZ 85254

S&K File #13-054642 / CMI
Map & Parcel -126 15 0B 166.00

RETURN TO:

American Residential
7047 E. Greenway Pkwy, Ste 350
Scottsdale, AZ 85254

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

13-054642 / STD
3/6/2014 10:51 AM