PREPARED BY AND RETURN TO:
India Samuels
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S&K:13-048620

Tennessee FHA

Davidson County DEEDTRS
Recvd: 05/05/14 14:40 3 pgs
Fees:17.00 Taxes:0.00
20140505-0038141

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated February 27, 2012, recorded in Instrument No. 20120301-0018033, in the Register's Office of Davidson County, Tennessee, Jillian W. McCreadie, an unmarried woman conveyed to FMLS, Inc., 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 201305170079767, 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 Nashville Ledger, such advertisement appearing in said newspaper on May 10, 2013, May 17, 2013, and May 24, 2013, by which advertisement the sale was appointed to be held on July 11, 2013 at 10:00 AM, at which time it was announced the sale adjournment to be held on August 15, 2013 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on September 19, 2013 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on November 21, 2013 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on January 9, 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 Regions Bank d/b/a Regions Mortgage, whose address is Regions Mortgage, 7130 Goodlett Farms Parkway, A4W, Cordova, Tennessee 38016, at and for the sum of $76,710.74, that being the highest and best bid offered; and,

WHEREAS, the said Regions Bank d/b/a Regions Mortgage has assigned its interests in the said property to Secretary of Housing and Urban Development, Washington, D.C., his successors and assigns; 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 Regions Bank d/b/a Regions Mortgage 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 Secretary of Housing and Urban Development, Washington, D.C., his 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 part of Lot 23, Zone Lot Division, Lots 22 thru 28 and 68 thru 73, East Lake Subdivision, of record in Book 5800, page 151, amending Book 5200, page 342, Register's Office for Davidson County, Tennessee, and further described as follows:

Beginning at a point on the easterly margin of East Lake Drive, also being the southwest corner of this parcel; thence with said margin North 06 degrees 53 minutes 05 seconds west 35.00 feet to a point, also being the common corner of parcel 197; thence East with a radial line from East Lake Drive 166.02 feet to a point; thence South 01 degree 44 minutes 46 seconds West 35.40 feet to a point, said line also

being the rear line; thence west with a radial line from East Lake Drive 160.75 feet to the point of beginning.

This legal description is identical with that in Deed of Trust recorded in Instrument No. 20120301-0018033, 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. 20120301-0018033, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded at Instrument Number 20120301-0018032, 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.

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 Secretary of Housing and Urban Development, Washington, D.C., his 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 17 day of January, 2014.

Shapiro & Kirsch, LLP

By: _____

Ashley M. Jones

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 17 day of January, 2014, 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.

MY COMMISSION EXPIRES
OCTOBER 21, 2017
My commission expires:

_____
Notary Public

TAX EXEMPT TRANSACTION
TCA CODE 67-4-409

PROPERTY ADDRESS: 3138 East Lake Drive, Nashville, Tennessee 37214

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Secretary of Housing and Urban Development
Federal Housing Administration
Michaelson, Conner, and Boul, Inc.
4400 Will Rogers Parkway, Suite 300
Oklahoma City, OK 73108

KELCYE MANNERY
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

S&K File #13-048620 / UPN
Map & Parcel -108 08 0 156.00

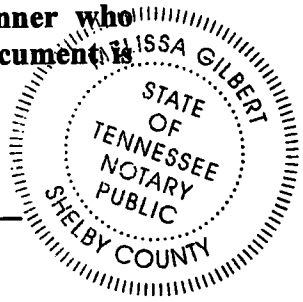
I, Oscie Bonner, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

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.



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.