PREPARED BY AND RETURN TO:
India Samuels
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Davidson County DEEDTRS
Recvd: 07/10/14 08:09 3 pgs
Fees:18.00 Taxes:297.34
20140710-0060594

S&K:14-056469

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated March 30, 2004, recorded in Instrument No. 20040407-0039896, in the Register's Office of Davidson County, Tennessee, Donald P Duvall and Susan I Duvall, husband and wife conveyed to D. M. Grisham, 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 20140324-0023941, 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 April 4, 2014, April 11, 2014, and April 18, 2014, by which advertisement the sale was appointed to be held on May 6, 2014 at 10:00 AM, at which time it was announced the sale adjournment to be held on June 10, 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 property was sold at public outcry to the highest and best bidder for cash at which time the said property was struck off and sold to CitiMortgage, Inc., whose address is CitiMortgage, Inc., 1000 Technology Drive, O'Fallon, Missouri 63368-2240, at and for the sum of $80,362.34, 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 CitiMortgage, Inc. 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 CitiMortgage, Inc., 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 Number 81 on the Plan of Locustwood, Section Three, of record in Plat Book 2663, page 29, Register's Office for said County, to which reference is hereby made for a more complete description.

Being the same property conveyed to Donald P. Duvall and wife, Suzan I. Duvall by Warranty Deed executed on February 11, 1998 and filed for record on February 13, 1998 in Book 10794, page 962, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing easements and restrictions as shown of record.

This legal description is identical with that in Deed of Trust recorded in Instrument No. 20040407-0039896, 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. 20040407-0039896, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded at Book 10794, Page 962, 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 CitiMortgage, Inc., 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 19 day of June, 2014.

Shapiro & Kirsch, LLP

By: _____

Ashley M. Jones

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 19 day of June, 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.

TAMARA SCAGGS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

MY COMMISSION EXPIRES JANUARY 05, 2015
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 $80,362.34, 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.

TAMARA SCAGGS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

MY COMMISSION EXPIRES JANUARY 05, 2015
My commission expires:

_____
Notary Public

PROPERTY ADDRESS: 301 Melpar Drive, Nashville, Tennessee 37211

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, Missouri 63368-2240

S&K File #14-056469
Map & Parcel -148 09 0 135.00

I, Oscie Bonner, do hereby make oath that I am 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

July 09, 2014
Date

State of Tennessee

County of Shelby

On this the 9th day of July, 2014, personally appeared before me, 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

MELISSA GILBERT
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

MY COMMISSION EXPIRES
AUGUST 01, 2016

My Commission Expires:

S&K No. 14-056469