Davidson County DEEDTRS
Recvd: 10/21/14 13:37 7 pgs
Fees:38.00 Taxes:925.00
20141021-0097015

This Instrument Prepared By:
WYATT, TARRANT & COMBS (BAS)
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37203

Address of New Owner:	Send Tax Bills To:	Map & Parcel Numbers:
Cornerstone Investments, Inc. 718 Thompson Lane, Ste. 108 Nashville, TN 37204-3612	SAME	104-13-0-I-002.00 CO

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, a default occurred under the terms and conditions provided for in a Deed of Trust dated November 15, 2006, executed by Charles Joseph Scannell to Joe M. Kirsh or Denise Griffin, as Trustee for the benefit of Charter One Bank, N.A., of record at Book 4461, Page 233, Register's Office for Williamson County, Tennessee; and

WHEREAS, , RBS Citizens N.A., f/k/a Citizens Bank N.A., is the successor by merger to Charter One Bank, N.A.; and

WHEREAS RBS Citizens N.A. subsequently changed its name to Citizens Bank, N.A., which is the current owner and holder of the indebtedness and obligations described in and evidenced by the Deed of Trust (the "Deed of Trust"); and

WHEREAS, the Deed of Trust covers real property located in Davidson County, Tennessee, known as **402-B Bowling Avenue, Nashville, Tennessee 37205**, and described with greater particularity in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter the "Real Property"); and

WHEREAS, the indebtedness and obligations covered by the Deed of Trust became in default and B. Anthony Saunders was appointed Substitute Trustee by Citizens Bank, N.A., the owner and holder of said indebtedness and obligations, by instrument of record at Instrument No.

20130710-0071207, Register's Office for Davidson County, Tennessee, with authority to act with the powers given the Trustee; and

WHEREAS, Citizens Bank, N.A. authorized the above-referenced Substitute Trustee to act in accordance with the powers given the Trustee in the Deed of Trust to foreclose on the Real Property; and

WHEREAS, B. Anthony Saunders, Substitute Trustee, caused the Real Property to be advertised in accordance with the provisions of said Deed of Trust to be sold at 10:00 o'clock A.M. on September 12, 2014, at the front entrance of the Bridgestone Arena located at 501 Broadway, Nashville, Davidson County, Tennessee, 37201, to the highest and best bidder for cash, subject to any and all mortgages, liens, claims, rights, and unpaid taxes of whatever nature which may be liens against the Real Property, and sold "AS IS" "WHERE IS" concerning the condition thereof; and

WHEREAS, the Substitute Trustee personally appeared and offered the Real Property for sale at public outcry and the highest, best and last bid received was the sum of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) from **Les Lazarus**, an individual, and said Real Property was offered and sold to Mr. Lazarus for said amount;

NOW, THEREFORE, in consideration of the premises, the sum of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00), and for other valuable consideration, the receipt and sufficiency of which were acknowledged, **B. Anthony Saunders, Substitute Trustee**, has this day bargained and sold and, by these presents, does transfer and convey the Real Property, as described above and in **Exhibit A**, to **Les Lazarus** (hereinafter referred to as the "Grantee"), an individual, and his heirs and assigns.

TO HAVE AND TO HOLD the Real Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, his heirs and assigns forever.

The Substitute Trustee conveys said Real Property subject to all mortgages, liens, claims, rights and any and all unpaid taxes of whatever nature that may be liens against it. It is the intention of the Substitute Trustee to convey to Grantee no greater title in the subject Real Property than he received as Substitute Trustee.

This sale is also subject to, among other things, all matters shown on any applicable recorded Plat or Plan; any unpaid city and county taxes which exist as a lien against the Real Property, and city and county taxes for the current year; any restrictive covenants, easements or setback lines that may be applicable; any statutory or other rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; obligations associated with homeowners' associations or condominium regimes and master deeds associated therewith; and any prior liens, encumbrances and other matters that may exist against or encumber the Real Property. This sale is also subject to any matter that an accurate survey of the Real Property might disclose.

It is also expressly understood and agreed that the Real Property is sold, transferred and conveyed **"AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SUBSTITUTE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITIONS OR VALUE OF THE REAL PROPERTY, THE REAL PROPERTY'S HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PRESENCE OR ABSENCE OF CONDITIONS**

ON THE REAL PROPERTY THAT COULD GIVE RISE TO A CLAIM FOR PERSONAL INJURY, PROPERTY OR NATURAL RESOURCE DAMAGES; THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS OR WASTE, SUBSTANCES, CONTAMINANTS, OR POLLUTANTS ON, UNDER OR ABOUT THE REAL PROPERTY; OR THE INCOME OR EXPENSES FROM OR OF THE REAL PROPERTY.

Witness my hand as of this 12th day of September, 2014.

B. Anthony Saunders, Substitute Trustee

B. Anthony Saunders, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this County, B. Anthony Saunders, as Substitute Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18th day of September, 2014.

NOTARY PUBLIC

My Commission Expires: 5/8/2017

SATENA SCOGGIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT A

(Property Description)

Map/Parcel 104-13-0-I-002.00 CO
402-B Bowling Avenue
Nashville, TN 37205

Land in Davidson County, Tennessee, being Unit No. 402-B, together with the appurtenant interest in the common elements of Valley Oak, a horizontal property regime established by Master Deed, of record in Book 11653, page 570, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "B" to the aforementioned Master Deed and being located upon Lot No. 2 on the Plan of Resubdivision Lot Nos. 2, 3, 4 and 7 Bellwood, of record in Plat Book 9700, page 646, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Charles Joseph Scannell, unmarried, by deed from Shelly Jan Cannady, unmarried, dated November 15, 2006, of record at Instrument No. 20061117-0142852, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $250,000.00.

Les Lazarus, Affiant

Subscribed and sworn before me on this 20 day of ~~September~~ October, 2014.

NOTARY PUBLIC

My Commission Expires: 3-3-15

JAMES C. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

CERTIFIED FOR REMOTE FILING:

I, Michael J. Mills, 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.

Michael J. Mills, attorney at law

State of Tennessee:
County of Davidson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael J. Mills, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the named person, and that he/she executed the foregoing instrument for the purposes therein contained.

Notary Public James C. Smith
My Commission Expires: March 3, 2015

