PREPARED BY AND RETURN TO:
Shapiro & Kirsch, LLP
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566
Fax (901)761-5690

Davidson County DEEDTRS
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Fees:18.00 Taxes:269.11
20141215-0114426

**S&K:14-060138**

## SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated March 6, 2007, recorded in Instrument No. 20070316-0032077, in the Register's Office of Davidson County, Tennessee, Naomi L. Bower aka Naomi Dorton and James M. Dorton, wife and husband conveyed to Brandon G. Polito, 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 20140911-0083416, 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 Ledger, such advertisement appearing in said newspaper on September 19, 2014, September 26, 2014, and October 3, 2014, by which advertisement the sale was appointed to be held on October 21, 2014 at 10:00 AM, at which time it was announced the sale adjournment to be held on December 2, 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 Wells Fargo Financial Tennessee 1, LLC, whose address is Wells Fargo Bank, N.A., 3476 Stateview Blvd, MAC# X7801-013 (FC), Fort Mill, South Carolina 29715, at and for the sum of $72,733.00, 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 Wells Fargo Financial Tennessee 1, 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 Wells Fargo Financial Tennessee 1, 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:

BEING A PARCEL OF LAND IN THE FIRST COUNCILMANIC DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING PARCEL 236 ON DAVIDSON COUNTY PROPERTY MAP 48, AND ALSO BEING LOT NO. TWO ON THE RECORDED PLAT OF THE "FINAL SUBDIVISION PLAT OF LOTS 1 & 2 OF BOBBY MATTHEWS ON DRAKES BRANCH ROAD", OF RECORD IN PLAT BOOK 8250, PAGE 978, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED ACCORDING TO THE SURVEY OF SAID SUBDIVISION BY GEORGE C. GREGORY, REGISTERED LAND SURVEYOR NO. 1331, AND KNOWN AS PROJECT NO. 98-116, AS FOLLOWS:

BEGINNING at an old iron pin set in concrete in the westerly margin of Drakes Branch Road, said iron pin being twenty-five (25) feet from the centerline of said Drakes Branch Road and also being a Northeasterly corner of Parcel 235, and also being the southeast corner of the parcel being described;

THENCE, S 80 degrees 30'00" W. 202.00 feet, with the Northeasterly line of said parcel 235 to an iron pin set, the Southwest corner of Lot No. two, the parcel being described;

THENCE, 16 degrees 25' 00" W, 275.00 feet, with said northeasterly line of parcel 235 to an iron pin set in the south line of Parcel 188, the Northwest corner of Lot No. two, the parcel being described;

THENCE, S 73 degrees 44" 00" E, 225.00 feet, with said Southerly line of Parcel 188, to an iron pin set in concrete in the westerly margin of Drakes Branch Road, said iron pin being on a Cul-De-Sac and is the beginning of a curve to the left;

THENCE, with said Westerly margin of Drakes Branch Road and a curve to the left, having a radius of 50.00 feet and a chord running S 17 degrees 50' 24" E. 56.266 feet, a distance along said curve of 59.76 feet to an iron pin set and the beginning of a curve to the right;

THENCE, continuing with said Westerly margin of Drakes Branch Road and a curve to the right, having a radius of 50.00 feet and a chord running S 31 degrees 30' 24" E, 35.358 feet, a distance along said curve of 36.14 feet to an iron pin set.

THENCE, S 16 degrees 41' 32" E, 87.56 feet, continuing with said westerly margin of Drakes Branch Road to the point of beginning;

BEING the same property conveyed to Phillip M. Matthews and wife, Naomi L. Bower by Quitclaim Deed from Bobby R. Matthews and wife, June C. Matthews dated March 25, 1999 of record in Book 11400, page 185, said Register's Office. The said Phillip M. Matthews now being deceased.

SUBJECT to any and all existing easements, setback lines and restrictive covenants of record in the said Register's Office.

This legal description is identical with that in Deed of Trust recorded in Instrument No. 20070316-0032077, 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. 20070316-0032077, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Quit-Claim Deed recorded in Book 11400, Page 185, 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 Wells Fargo Financial Tennessee 1, 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 8th day of December, 2014.

Shapiro & Kirsch, LLP

By: _____

**Michael A. Dennie**

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 8th day of December, 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.

MY COMMISSION EXPIRES
SEPTEMBER 16, 2018
My commission expires:

_____
Notary Public

GIZELLE GERMAIN
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 $72,733.00, 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.

MY COMMISSION EXPIRES
SEPTEMBER 16, 2018
My commission expires:

_____
Notary Public

GIZELLE GERMAIN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

**PROPERTY ADDRESS:** 5145 Drakes Branch Road, Nashville, Tennessee 37218

**PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:**
Wells Fargo Financial Tennessee 1, LLC
3476 Stateview Blvd
MAC# X7801-013 (FC)
Fort Mill, South Carolina 29715

**S&K File #14-060138**
**Map & Parcel -048 00 0 236.00**

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

December 15, 2014
Date

State of Tennessee

County of Shelby

On this the 15th day of December, 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. 14-060138