THIS INSTRUMENT PREPARED BY:
Shapiro & Kirsch, LLP
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566
S&K:14-060450

BILL GARRETT, Davidson County
Trans:T20150006817 DEEDTRS
Recvd: 01/28/15 09:56 2 pgs
Fees:13.00 Taxes:290.45
20150128-0008027

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated December 7, 2006, recorded in Instrument No. 20061228-0159883, in the Register's Office of Davidson County, Tennessee, Debra Scripter and James Scripter, wife and husband conveyed to Benson Title, 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 20141002-0090998, 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 September 19, 2014, September 26, 2014, and October 3, 2014, by which advertisement the sale was appointed to be held on October 14, 2014 at 10:00 AM, at which time it was announced the sale adjournment to be held on November 18, 2014 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on December 16, 2014 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on January 6, 2015, 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 Daryl Spicer, whose address is 2007 Kimberly Dr., Mount Juliet, TN 37122, at and for the sum of $78,500.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Daryl Spicer, 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 Daryl Spicer 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 Daryl Spicer, his successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Antioch, County of Davidson, State of Tennessee, to-wit:

All that certain lot or parcel of land situate in the County of Davidson, State of Tennessee, and being more particularly described as follows:
Land in Davidson County, Tennessee, being Lot No. 212, Piccadilly Square, Phase 2 as of record in Book 6250, pages 92-94, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
Being the same property conveyed to Christopher Hovinga and wife, Melissa Hovinga by deed from Ismail Adeyemo and wife, Ola Adeyemo dated 8/5/2002 as Instrument No. 200208216-0099580, said Register's Office.
Being the same property being conveyed by deed of even date and recorded simultaneously herewith as Instrument No. 20061228-0159882, said Register's Office.
This legal description is identical with that in Deed of Trust recorded in Instrument No. 20061228-0159883, 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. 20061228-0159883, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded at Instrument Number 20061228-0159882, 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.

SALE IS SUBJECT TO ANY INTEREST THAT MAY EXIST IN UNRELEASED DEED OF TRUST OF RECORD AT BOOK 8133, PAGE 479, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

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 Daryl Spicer, his 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 8 day of January, 2015.

Shapiro & Kirsch, LLP

By: _____

Authorized Signatory **Ashley M. Jones**

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 8th day of January, 2015, before me, a Notary Public, in and for said State and County, personally appeared Ashley 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.

JAYME ELLISON STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

MY COMMISSION EXPIRES SEPTEMBER 03, 2018
My commission expires:

Jayme Ellison
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 $78,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant - Agent

Subscribed and sworn to before me on the date written above.

3/2/15
My commission expires:

Janel L Johnson
Notary Public

JANEL L. JOHNSON STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

PROPERTY ADDRESS: 828 Bishopsgate Road, Antioch, Tennessee 37013
PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Daryl Spicer
2007 Kimberly Dr., Mount Juliet, TN 37122
S&K File #14-060450 / SPS
Map & Parcel -149 02 0B 080.00
RETURN TO:

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