PREPARED BY AND RETURN TO:
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BILL GARRETT, Davidson County
Trans:T20150009822 DEEDTRS
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Fees:12.00 Taxes:0.00
20150209-0011700

**S&I:14-059941**

## SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated September 27, 2007, recorded in Instrument No. 20071009-0120151, in the Register's Office of Davidson County, Tennessee, Ludlow Beecher, an unmarried man conveyed to Trustland Title & Escrow, 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 20140911-0083408, 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 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 9, 2014 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on January 27, 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 Nationstar Mortgage LLC, whose address is Nationstar Mortgage LLC, 8950 Cypress Waters Blvd, Coppell, Texas 75019, at and for the sum of $67,715.86, that being the highest and best bid offered; and,

WHEREAS, the said Nationstar Mortgage LLC has assigned its interests in the said property to Federal National Mortgage Association, its 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 Nationstar Mortgage LLC the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Shapiro & Ingle, LLP, as Substitute Trustee, does hereby grant, bargain, sell and convey to the said Federal National Mortgage Association, 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, AND BEING ALL OF LOT NO. 41, ON THE MAP OF L. H. DAVIS SUBDIVISION OF LOT NO. 41, CLIFTON, AS SHOWN ON SURVEY AND PLAT OF SAME APPEARING OF RECORD IN BOOK 57, PAGE 100, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION THEREOF.

SAID LOT NO. 41 FRONTS 17 FEET ON THE WESTERLY SIDE OF 43RD AVENUE NORTH, FORMERLY DOUGLAS AVENUE AND RUNS BACK BETWEEN LINES WITH THE NORTHERLY MARGIN OF WALKER STREET 150 FEET ON THE NORTH LINE AND 163 FEET, MORE OR LESS, ON THE SOUTH LINE, OR WALKER STREET, TO AN ALLEY AND MEASURES 50 FEET

ON SAID ALLEY.

BEING THE SAME PROPERTY CONVEYED TO LUDLOW BEECHER, BY WARRANTY DEED FROM CHARLES HAMILTON, DATED SEPTEMBER 27TH , 2007, AND RECORDED IN INSTRUMENT NO. 200710090120150, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

This legal description is identical with that in Deed of Trust recorded in Instrument No. 20071009-0120151, 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. 20071009-0120151, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded in Instrument Number 20071009-0120150, 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 Federal National Mortgage Association, its successors and assigns, in fee simple forever, to whom the said Shapiro & Ingle, 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 & Ingle, LLP, Substitute Trustee, has hereunto set its hand and seal this 2nd day of February, 2015.

Shapiro & Ingle, LLP

By: _____

**Ashley M. Jones**

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 2nd day of February, 2015, 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 & Ingle, 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
APRIL 01, 2017
My commission expires:

_____
Notary Public

TANNICA TAYLOR
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

**No tax-federal governmental instrumentality. 12 U.S.C. § 1723a(c)(2).**

**PROPERTY ADDRESS:** 4302 Albion Street, Nashville, Tennessee 37209

**PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:**
Federal National Mortgage Association
P.O. Box 650043
Dallas, TX 75265-0043

**S&I File #14-059941 / CXE**
**Map & Parcel -091 08 0 051.00**