PREPARED BY AND RETURN TO:
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S&I:14-057677

BILL GARRETT, Davidson County
Trans:T20150012266 DEEDTRS
Recvd: 02/19/15 12:57 2 pgs
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20150219-0014442

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated February 10, 2005, recorded in Instrument No. 20050228-0021806, in the Register's Office of Davidson County, Tennessee, Philip P. Gauvin and Barbara W. Gauvin aka Barbara N. Gauvin, husband and wife conveyed to Larry N. Westbrook, Esq., 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 20140529-0046151, 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 December 26, 2014, January 2, 2015, and January 9, 2015, by which advertisement the sale was appointed 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 PHH Mortgage Corporation, whose address is PHH Mortgage Corporation, 2001 Bishops Gate Blvd., Attn: Mail Stop SV-01, Mount Laurel, New Jersey 08054, at and for the sum of $113,601.05, that being the highest and best bid offered; and,

WHEREAS, the said PHH Mortgage Corporation 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 PHH Mortgage Corporation 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 Madison, County of Davidson, State of Tennessee, to wit:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PARTS OF LOTS NOS. 1 AND 2 ON THE UNRECORDED SUBDIVISION OF LOT KNOWN AS THE DOWER TRACT, AS SHOWN ON THE PLAN OF THE PHILLIPS WALKER LANDS, OF RECORD IN WILL BOOK 10, PAGE 111, COUNTY COURT CLERK'S OFFICE FOR SAID COUNTY, BEING PARTS OF LOTS NOS. 1 AND 2 ON THE MAP OF THE SUBDIVISION OF THE SLATE FARM, NOT OF RECORD IN THE 11TH CIVIL DISTRICT OF SAID COUNTY AND STATE, DESCRIBED ACCORDING TO A SURVEY MADE BY H. GEE, FEBRUARY 3, 1959, AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY MARGIN OF GRAYCROFT ROAD, SAID POINT BEING 1265 FEET NORTH OF CHADWELL DRIVE, THENCE

WITH THE MARGIN OF GRAYCROFT ROAD, NORTH 2 DEGREES 42 MINUTES EAST 135.0 FEET TO A POINT; THENCE NORTH 87 DEGREES 00 MINUTES WEST 370.2 FEET; THENCE SOUTH 2 DEGREES 37 MINUTES WEST 128.1 FEET TO A POINT; THENCE SOUTH 86 DEGREES 00 MINUTES EAST 370.00 FEET TO THE POINT OF BEGINNING.

This legal description is identical with that in Deed of Trust recorded in Instrument No. 20050228-0021806, 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. 20050228-0021806, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded at Book 7537, Page 939, re-recorded at Warranty Deed recorded at Book 7537, Page 941, 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 11th day of February, 2015.

Shapiro & Ingle, LLP

By: _____

Ashley M. Jones

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 11th 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: 136 South Greycroft Avenue, Madison, Tennessee 37115
SECONDARY PROPERTY ADDRESS: 136 South Graycroft Avenue, Madison, Tennessee 37115

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

S&I File #14-057677 / PHH
Map & Parcel -042 14 0 101.00