BILL GARRETT, Davidson County
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Fees:18.00 Taxes:222.00
20150306-0019342

PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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Charlotte, NC 28216
(704)333-8107
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S&I:14-061329
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated June 15, 2006, recorded in Instrument No. 20060706-0080533, in the Register's Office of Davidson County, Tennessee, Horace P. Mix and June H. Mix, husband and wife conveyed to Fidelity National 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 20141030-0100006, 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 December 19, 2014, December 26, 2014, and January 2, 2015, by which advertisement the sale was appointed to be held on February 17, 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 for the sum of $60,001.00, 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 & Ingle, LLP, as Substitute Trustee, does hereby grant, bargain, sell and convey to the said Daryl Spicer, his/her/their/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:

All that certain parcel of land situate in the County of Davidson and State of Tennessee, being known and designated as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 380 on Plan of Bellshire Estates, Section "A", of record in Book 2331, page 115, Register's Office for Davidson County, Tennessee, described as follows:

Beginning for a point in the southerly margin of Bell Lane, the common corner of Lots 379 and 380, thence southerly along the line between said lots 303.8 feet to a point; thence southeasterly 34.6 feet to a point; thence north 41° 37' east 130.0 feet to a point; thence north 4° 48' east, 210.0 feet to a point In the southerly margin of Bell Lane; thence easterly along said margin 115.3 feet to the point of beginning.

Being the same property as conveyed from Charles S. Binkley and Ellen K. Binkley, husband and wife to Horace P. Mix and June H. Mix, husband and wife, as described in Deed Book 3105 Page 371, Dated 08/22/1960, Recorded 08/22/1960 in DAVIDSON County Records.

March 3, 2015

Tax ID: 41.07-67

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20060706-0080533, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded at Book 3105, Page 372, 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 ONE YEAR RIGHT OF REDEMPTION HELD BY SECRETARY OF HOUSING AND URBAN DEVELOPMENT BY REASON OF THE DEED OF TRUST OF RECORD AT INSTRUMENT NO. 20060706-0080554, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SALE IS SUBJECT TO ANY INTEREST THAT MAY EXIST IN UNRELEASED DEED OF TRUST OF RECORD AT BOOK 10864, PAGE 476, 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/her/their/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 Third day of March, 2015.

Shapiro & Ingle, LLP

By: Laura B Greene
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 3rd day of March, 2015, before me, a Notary Public, in and for said State and County, personally appeared Laura Greene, 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.

12-7-19
My commission expires:

Notary Public

JAMES ALBERT
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires December 7, 2019

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 $60,001.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Laura B Greene
Affiant - Agent

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

12-7-19
My commission expires:

Notary Public

JAMES ALBERT
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires December 7, 2019

March 3, 2015

PROPERTY ADDRESS: 1219 Bell Grimes Lane, Nashville, Tennessee 37207

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Daryl Spicer
2007 Kimberly Drive
Mount Juliet, TN 37122

S&I File #14-061329
Map & Parcel -041 07 0 067.00

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

