BILL GARRETT, Davidson County
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PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
10130 Perimeter Parkway
Suite 400
Charlotte, NC 28216
(704)333-8107
Fax (704)333-8156

S&I:14-056957
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated October 27, 2005, recorded in Instrument No. 20051028-0130327; re-recorded at Instrument Number 20060106-0002041 and corrected by Partial Release recorded as Instrument Number 20141208-0112184., in the Register's Office of Davidson County, Tennessee, Mattie R. Baccus, wife and husband, Albert L. Baccus conveyed to Robert M. Wilson, Jr., 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 20140417-0032323, 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 January 27, 2015 at 10:00 AM, at which time it was announced the sale adjournment to be held on March 3, 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 The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of CWALT, Inc., Alternative Loan Trust 2005-67CB, Mortgage Pass-Through Certificates, Series 2005-67CB for the sum of $185,000.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of CWALT, Inc., Alternative Loan Trust 2005-67CB, Mortgage Pass-Through Certificates, Series 2005-67CB, 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 The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of CWALT, Inc., Alternative Loan Trust 2005-67CB, Mortgage Pass-Through Certificates, Series 2005-67CB 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 The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of CWALT, Inc., Alternative Loan Trust 2005-67CB, Mortgage Pass-Through Certificates, Series 2005-67CB, 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:

Being Tract "B" being part of Tracts 11 & 12 in the Subdivision of the Count R. Boyd Property, not of record as shown on the survey made by Hickerson Miller Engineers, Surveyors, April 29, 1959.

Beginning at an iron pin in the easterly margin of Clarksville Highway at the common front corners of Tracts B and C formerly the common front corners of Tracts 12 and 13 on the survey made by Hickerson Miller, Engineers, Surveyors, April 29, 1959; thence South 52 degrees 30' East 252 feet, more or less, to a point; thence North 87 degrees 10' East 252 feet, more or less, to a point; thence

North 52 degrees 30' West 450 feet, more or less, to a point in a curve which has a radius of 8639.4 feet; thence along said curve southwestwardly 100 feet to a concrete monument; thence northwestwardly 10 feet to a concrete monument; thence with the easterly margin of Clarksville Highway 75 feet to the point of beginning.

Being the same property conveyed to Albert L. Baccus and wife Mattie B. Baccus by Warranty Deed from Janice W. Hoover of record in Book 20051028-0130326, Page , said Register's Office for Davidson County, Tennessee.

Subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

LESS AND EXCEPT: That property conveyed to the State of Tennessee by Hoover in Warranty Deed at Book 8348, Page 503, more accurately described as:

Beginning at the point of intersection of the existing southeast margin of Clarksville Pike and the south boundary of the Herman Beasley property; thence with said boundary South 51 degrees 06 minutes 13 seconds East 20.00 feet to a point; thence with the proposed southeast margin of said road South 37 degrees 40 minutes 36 seconds West 174.34 feet to a point; thence with the north boundary of the Andrew C. Jackson, and wife property North 51 degrees 06 minutes 13 seconds West 10.00 feet to a point; thence with said existing margin (1) northeasterly 75 feet more or less (2) northwesterly 10 feet more or less (3) northeasterly 100 feet more or less to the point of beginning, containing 2738 square feet and being part of the same property conveyed by Willis Solon Cripps and wife, Betty Jo Cripps to Eddie Lee Hoover and wife, Janice W. Hoover, as of record in Book 7352, page 567, Register's Office for Davidson County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20051028-0130327; re-recorded at Instrument Number 20060106-0002041 and corrected by Partial Release recorded as Instrument Number 20141208-0112184., in the Register's Office of Davidson County, Tennessee.

The last deed of record is QuitClaim Deed recorded in Instrument Number 20101202-0095742, 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 The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of CWALT, Inc., Alternative Loan Trust 2005-67CB, Mortgage Pass-Through Certificates, Series 2005-67CB, 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 Fourth day of March, 2015.

Shapiro & Ingle, LLP

By: Laura B Greene
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 4th day of March, 2015, before me, a Notary Public, in and for said State and County, personally appeared Laura B 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.

Mar. 26 2018
My commission expires:

Michelle Toney
Notary Public

MICHELLE TONEY
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires March 26, 2018

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 $185,000.00, 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.

Mar. 26 2018
My commission expires:

Michelle Toney
Notary Public

MICHELLE TONEY
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires March 26, 2018

PROPERTY ADDRESS: 4462 Clarksville Pike, Nashville, Tennessee 37218

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of CWALT, Inc., Alternative Loan Trust 2005-67CB, Mortgage Pass-Through Certificates, Series 2005-67CB
4708 Mercantile Drive
Fort Worth, Texas 76137

S&I File #14-056957
Map & Parcel -058 00 0 175.00

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