BILL GARRETT, Davidson County
Trans:T20150022522 DEEDTRS
Recvd: 03/27/15 11:08 2 pgs
Fees:13.00 Taxes:503.20
20150327-0026565

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:13-055321**
**Davidson COUNTY**

## SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated May 22, 2009, recorded in Instrument No. 20090603-0051160, in the Register's Office of Davidson County, Tennessee, Sean J. Hegarty and Mollie Ann Hegarty, husband and wife, as joint tenants conveyed to Andersen, Tate & Carr, P.C., 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 20141002-0091354, 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 October 24, 2014, October 31, 2014, and November 7, 2014, by which advertisement the sale was appointed to be held on December 16, 2014 at 10:00 AM, at which time it was announced the sale adjournment to be held on February 17, 2015 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on March 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 U.S. Bank National Association, as Trustee for the SROF-2013-S3 REMIC Trust I for the sum of $136,000.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, U.S. Bank National Association, as Trustee for the SROF-2013-S3 REMIC Trust I, 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. For value received, U.S. Bank National Association, as Trustee for the SROF-2013-S3 REMIC Trust I has assigned all its interest in the sale to SROF 2013-S3 REO I LLC, his/her/their/its successors and assigns.

NOW, THEREFORE, in consideration of the premises and the payment by U.S. Bank National Association, as Trustee for the SROF-2013-S3 REMIC Trust I 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 SROF 2013-S3 REO I LLC, his/her/their/its 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:

Land in Davidson County, Tennessee, being Lot No. 661, Somerset, Phase V-A, a Planned Unit Development, as of record in Plat Book 7900, page 399, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to SEAN HEGARTY AND WIFE, MOLLIE A. HEGARTY by deed from MICHAEL E. MILES AND WIFE, RHONDA S. MILES of record in Instrument 20060404003821 5 on 03/30/2006 and filed for record on 04/04/2006, Register's Office for DAVIDSON County.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20090603-0051160, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Quit Claim Deed recorded at Instrument Number 20120131-0008594, 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 SROF 2013-S3 REO I LLC, 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 Twenty-Sixth day of March, 2015.

Shapiro & Ingle, LLP

By: Laura B Greene
Laura Greene
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 26th 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.

My commission expires:
March 26, 2018

Notary Public
Michelle Toney

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 $136,000.00, 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:

Notary Public

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

**PROPERTY ADDRESS:** 3629 Seasons Drive, Antioch, Tennessee 37013

**PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:**
U.S. Bank National Association, as Trustee for the SROF-2013-S3 REMIC Trust I
8742 Lucent Blvd
Suite 300
Highlands Ranch, Colorado 80129

**S&I File #13-055321**
**Map & Parcel -150 12 0A 124.00**

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