BILL GARRETT, Davidson County
Trans:T20150025855 DEEDTRS
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Fees:13.00 Taxes:281.20
20150407-0030653

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:14-060777
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated December 15, 2005, recorded in Instrument No. 20051228-0155051, in the Register's Office of Davidson County, Tennessee, Tracee R. Derra, unmarried conveyed to Ernest B. Williams, IV, 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 20150116-0004885, 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 said property was by the Substitute Trustee, advertised for sale in conformity with the terms and provisions of said Deed of Trust, by which advertisement the sale was appointed to be held on March 24, 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 Ray Porter for the sum of $76,001.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Ray Porter, 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 Ray Porter 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 Ray Porter, 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:

Land in Davidson County, Tennessee, being Lot(s) 78, as shown on the map entitled Miro Meadows, of record in Plat Book 1424, page(s) 94 and 95, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to AUSTIN BILLINGS AND WIFE, BARBARA BILLINGS, by deed from MALCOLM L. BARRETT AND WIFE, RACHEL S. BARRETT, of record in Book 3070, page 461, dated April 5, 1960, Register's Office for Davidson County, Tennessee, the said Barbara Billings having since died.

Being the same property conveyed to Tracee Derra, an unmarried person, of record as Instrument # 20051228-0155050, dated December 15, 2005, 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. 20051228-0155051, in the Register's Office of Davidson County, Tennessee.

March 25, 2015

The last deed of record is Warranty Deed recorded in Instrument 200512280155050, 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 Ray Porter, 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-Fifth day of March, 2015.

Shapiro & Ingle, LLP

By: _____
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

On the 25th day of March, 2015, before me, a Notary Public, in and for said State and County, personally appeared _____, 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: Notary Public

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 $76,001.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

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

_____
Affiant - Agent

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

Mar 26 2018 _____
My commission expires: Notary Public

PROPERTY ADDRESS: 932 Kipling Drive, Nashville, Tennessee 37217

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Ray Porter
PO BOX 241746
Memphis, TN 38124

S&I File #14-060777
Map & Parcel -107 14 0 019.00

RETURN TO:

PO Box 241746

MEMPHIS TN 38124

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