PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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Davidson County	DEEDTRS
Recvd: 04/10/15 14:19	3 pgs
Fees:18.00 Taxes:225.70	
20150410-0031851	

S&I:14-063023
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated March 20, 2008, recorded in Instrument No. 20080327-0030807; re-recorded in Instrument Number 20080620-0063641, in the Register's Office of Davidson County, Tennessee, Ruth Jeannette Richards conveyed to USA Title & Escrow, Inc., TN, 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 Instr#20150213-0013316, 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 2, 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 Les Lazarus and Dan Heichenbech for the sum of $61,001.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Les Lazarus and Dan Heichenbech, 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 Les Lazarus and Dan Heichenbech 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 Les Lazarus and Dan Heichenbech, his/her/their/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:

A certain tract or parcel of real property in Davidson County, Tennessee, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No, 52A, of the zone lot division of lot numbers 1 through 10, 15 through 24, and 51 through 60, Heritage Place, as of record in Plat Book 6250, page 632, which amends Plat Book 5200, page 628, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Ruth Richards and Earl Davison, by deed from Cityfed Mortgage Company, dated November 17, 1989, and recorded December 1, 1989, in Book 7996, page 380, Register's Office of Davidson County, Tennessee. The said Earl Davison (aka Luther Earl Davison) having since conveyed his interest in said property to Ruth Jeannette Richards (aka Ruth Richards) by Quitclaim Deed recorded January 22, 1997, of record in Book 10325, page 598, said Register's Office.

April 8, 2015

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20080327-0030807; re-recorded in Instrument Number 20080620-0063641, in the Register's Office of Davidson County, Tennessee.

The last deed of record is QuitClaim Deed recorded in Book 10325, Page 598, 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 UCC FINANCING STATEMENT HELD BY ELECTRIC POWER BOARD OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AT INSTRUMENT NO. 20120111-0002936, 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 Les Lazarus and Dan Heichenbech, 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 Eighth day of April, 2015.

Shapiro & Ingle, LLP

By: _____
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 8th day of April, 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

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 $61,001.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
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: 254 Nesbitt Lane, Madison, Tennessee 37115

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Les Lazarus and Dan Heichenbech
915 Lewisburg Pike
Franklin, TN 37064

S&I File #14-063023
Map & Parcel -042 08 0 076.00

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

CERTIFIED FOR REMOTE FILING:

I, Michael J. Mills, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Michael J. Mills, attorney at law

State of Tennessee:
County of Williamson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael J. Mills, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the named person, and that he/she executed the foregoing instrument for the purposes therein contained.

Notary Public James C. Smith
My Commission Expires: February 25, 2019

