BILL GARRETT, Davidson County
Trans:T20150027158 DEEDTRS
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Fees:13.00 Taxes:588.67
20150413-0032025

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:14-061907
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated August 29, 2006, recorded in Book Instrument No., Page 20060831-0107440, Instrument No. 20060831-0107440, in the Register's Office of Davidson County, Tennessee, Kenneth Wolff conveyed to John T. Cook, 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 #20150209-0011706, 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 10:00 AM, at which time it was announced the sale adjournment to be held on April 1, 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 Mitch Kinder Development, L.L.C. for the sum of $159,100.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Mitch Kinder Development, L.L.C., 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 Mitch Kinder Development, L.L.C. 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 Mitch Kinder Development, L.L.C., 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 a certain Condominium Apartment in Davidson County, Tennessee, being Unit No. 940 as specified on the Plat shown in the Master Deed, on the Plan of Riverfront Condominiums, a Horizontal Property Regime, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed for Riverfront Condominiums, of record under Instrument No. 20051221-0153160, as amended in Instrument No. 20051228-0155671 and in Instrument No. 20060518-0058640, Register's Office for Davidson County, Tennessee, including without limitation by the By-Laws appended thereto, said Register's Office, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the plan of Riverfront Condominiums for placement of Units, as shown on Exhibit "E" to the Second Amendment to the Master Deed of record under Instrument No. 20060518-0058640, said Register's Office, for a more complete identification and description of such Unit.

April 8, 2015

The grantor received title to the above-captioned real estate by Deed of Trust of record in Book Instrument No., Page 20060831-0107440, Instrument No. 20060831-0107440, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded at Instrument Number 20060831-0107439, 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 Mitch Kinder Development, L.L.C., 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.

May 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 $159,100.00, 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.

May 26 2018
My commission expires:

_____
Notary Public

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

PROPERTY ADDRESS: 940 1st Avenue North, Nashville, Tennessee 37201

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Mitch Kinder Development, L.L.C.
5521 Hawks Landing
Arrington, TN 37014

S&I File #14-061907
Map & Parcel -082 14 0A 074.00

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