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:14-061885
Davidson COUNTY

BILL GARRETT, Davidson County
Trans:T20150047455 DEEDTRS
Recvd: 06/15/15 14:52 3 pgs
Fees:17.00 Taxes:0.00
20150615-0056792

BK/PG: 1646/1157-1159
15554727
3 PGS:AL-SUBSTITUTE TRUSTEES DEED
MISTY BATCH: 317119
06/12/2015 - 11:06 AM

VALUE	89100.00
MORTGAGE TAX	0.00
TRANSFER TAX	329.67
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	347.67

STATE OF TENNESSEE, WILSON COUNTY
JOHN B SPICKARD
REGISTER OF DEEDS

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated May 22, 2003, recorded in Instrument No. 20030605-0077674; re-recorded in Instrument Number 20030912-0134457, in the Register's Office of Davidson County, Tennessee, Richard R. Clemmons a/k/a Richard Clemmons and Betty Clemmons, husband and wife conveyed to Charles E. Tonkin, II, 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#201505180045430, 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 April 24, 2015 at 2:00 PM, at which time it was announced the sale adjournment to be held on May 12, 2015 at 11:00 AM, at which time it was announced the sale was further adjourned to be held on June 5, 2015, at the Davidson County Courthouse, at 11:00 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 Daryl Spicer for the sum of $89,100.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Daryl Spicer, 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 Daryl Spicer 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 Daryl Spicer, his/her/their/its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Old Hickory, County of Davidson, State of Tennessee, to wit:

BEING Lot No. 107, on the Plan of Sherwood Forest, Section Three, of record in Plat Book 12, Page 27, Register's Office for Wilson County, TN and in Plat Book 4460, Page 81, Register's Office for Davidson County, TN, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Richard Clemmons and wife, Betty Clemmons, by Quitclaim Deed of record in Deed Book 462, Page 838, Register's Office for Wilson County, Tennessee, and in Book 11474, Page 778, Register's Office for Davidson County, Tennessee, dated April 14, 1999. See also Warranty Deed of record in Book 438, Page 208, Register's Office for Wilson County, Tennessee, and in Book 9520, Page 427, Register's Office for Davidson County, Tennessee.

Betty Clemmons joins in this Deed of Trust for the purpose of conveying and waiving such marital rights, if any, she may have in and to the said property. The said Betty Clemmons having no personal liability in connection with the loan to which reference is made herein.

Richard R. Clemmons and Richard Clemmons being one in the same person.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20030605-0077674; re-recorded in Instrument Number 20030912-0134457, in the Register's Office of Davidson County, Tennessee.

The last deed of record is QuitClaim Deed recorded in Book 11474, Page 778 in Davidson County and QuitClaim Deed recorded in Deed Book 462, Page 838, 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 Daryl Spicer, 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 Ninth day of June, 2015.

Shapiro & Ingle, LLP

By: _____
Laura Greene
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 9th day of June, 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 $89,100.00, 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.

_____
My commission expires:
March 26, 2018

_____
Notary Public
Michelle Toney

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

PROPERTY ADDRESS: 4885 Whittier Drive, Old Hickory, Tennessee 37138

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Daryl Spicer
2007 Kimberly Dr
Mount Juliet, TN 37122

S&I File #14-061885
Map & Parcel -065 09 0 073.00 (Davidson) and 52K A 12.02 (Wilson)

RETURN TO:

_____

_____

_____

_____

_____

_____

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