PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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S&I:14-059785
Davidson COUNTY

BILL GARRETT, Davidson County
Trans:T20150064025 DEEDTRS
Recvd: 08/04/15 10:01 2 pgs
Fees:13.00 Taxes:249.16
20150804-0076948

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated August 17, 2007, recorded in Instrument No. 20070821-0099861; modified at Instrument Number 20120814-0072524 and Instrument Number 20120814-0072618, in the Register's Office of Davidson County, Tennessee, Jennifer Tiffany Knight and Jarett Knight, wife and husband and Carol Windsor Heater and Clarence Heater, wife and husband conveyed to Fearnley and Califf, PLLC, 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 20141229-0118500, 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 19, 2015 at 10:00 AM, at which time it was announced the sale adjournment to be held on April 16, 2015 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on June 11, 2015, at the front entrance of the The Historic Davidson County Courthouse, One Public Square, Nashville, TN 37201, 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 CitiBank, N.A. as Trustee for CMLTI Asset Trust for the sum of $67,340.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, CitiBank, N.A. as Trustee for CMLTI Asset Trust, 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 CitiBank, N.A. as Trustee for CMLTI Asset Trust 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 CitiBank, N.A. as Trustee for CMLTI Asset Trust, 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:

Land in Davidson County, Tennessee, being Lot No. 103-A, on the Plan of Zone Lot Division, Lots 100 through 111, Section 2, Primrose Meadows, of record in Plat Book 6900, Page 105, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Jennifer Tiffany Knight and Carol Winsor Heater, herein by cash deed dated 17th day of August, 2007, of record at 20070821-0099860 in said Register's Office Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20070821-0099861; modified at Instrument Number 20120814-0072524 and Instrument Number 20120814-0072618, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Cash Warranty Deed recorded at Instrument Number 20070821-0099860, 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 CitiBank, N.A. as Trustee for CMLTI Asset Trust, 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 Twelfth day of June, 2015.

Shapiro & Ingle, LLP

By: _____
Lori Zammit
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 12th day of June, 2015, before me, a Notary Public, in and for said State and County, personally appeared Lori Zammit, 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 $67,340.00, 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: 105 Nelson Court West, Madison, Tennessee 37115

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
CitiBank, N.A. as Trustee for CMLTI Asset Trust
1000 Technology Drive
O'Fallon, Missouri 63368-2240

S&I File #14-059785
Map & Parcel -033 16 0 116.00

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