Davidson County DEEDTRS
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Fees:23.00 Taxes:340.40
20150807-0079150

PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
10130 Perimeter Parkway
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Charlotte, NC 28216
(704)333-8107
Fax (704)333-8156

S&I:15-101240
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated November 20, 2003, recorded in Instrument No. 20031215-0178695, in the Register's Office of Davidson County, Tennessee, Richie M. Ross conveyed to B. Polito, 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 # 201506120055939, 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 July 6, 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 WNS Properties for the sum of $92,000.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, WNS Properties, 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 WNS Properties the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Shapiro & Ingle, LLP, a Tennessee limited liability partnership, as Substitute Trustee, does hereby grant, bargain, sell and convey to the said WNS Properties, his/her/their/its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Hermitage, County of Davidson, State of Tennessee, to wit:

Being Lot No. 238 on the Plan of Hermitage Hills, Section 2, Revised, as of record in Book 2900, Page 112, Register's Office, Davidson County, Tennessee.

Said Lot No. 238 begins at a point in the southeasterly margin of Bonnalynn Drive at the common front corner of Lots 237 and 238; thence with the line between said lots southeastwardly 102.5 feet to a concrete monument at the common rear corner of Lots 237, 238, and 239; thence with the line between Lots 238 and 239 southwestwardly 107.3 feet to a point in the northeasterly margin of Jacksonian Drive at the common front corner of Lots 238 and 239; thence with said margin northwestwardly 101.16 feet to a concrete monument which marks the beginning of a curve with a radius of 25.0 feet; thence to the west, then to the north around said curve 39.27 feet to a concrete monument in the southeasterly margin of Bonnalynn Drive; thence northeastwardly with said margin 131.05 feet to the beginning.

Subject to any and all existing easements, setback lines and restrictive covenants of record in the said Register's Office.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20031215-0178695, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Quit Claim Deed recorded at Book 6193, Page 433, 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 WNS Properties, his/her/their/its successors and assigns, in fee simple forever, to whom the said Shapiro & Ingle, LLP, a Tennessee limited liability partnership, 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, a Tennessee limited liability partnership, Substitute Trustee, has hereunto set its hand and seal this Seventh day of July, 2015.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Lori Zammit
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 7th day of July, 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, a Tennessee limited liability partnership, 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 $92,000.00, 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: 202 Bonnalynn Dr, Hermitage, Tennessee 37076

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
WNS Properties
439 Battle Ave.
Franklin, TN 37064

S&I File #15-101240
Map & Parcel -074 12 0 141.00

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.

COMPASS
– LAND TITLE –

TRUE COPY CERTIFICATION

I, **J. Carlton Drumwright**, do hereby make oath that I am a licensed attorney and 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.

J. Carlton Drumwright

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Elizabeth Barnes, a notary public for this county and state, **J. Carlton Drumwright**, who acknowledges that this certificate of an electronic document is true and correct and whose signature I have witnessed.

Notary

My Commission Expires: 1/26/19

