BILL GARRETT, Davidson County
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20150922-0096319

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:15-102014
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated August 11, 2000, recorded in Instrument No. 200008210082588, in the Register's Office of Davidson County, Tennessee, Linda G. Moore conveyed to Gregg S. Murphy, 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# 201508120080531 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 publication in the Nashville Ledger such advertisement appearing in said newspaper on August 21, 2015, August 28, 2015, September 4, 2015 by which advertisement the sale was appointed to be held on September 17, 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 George Brandt and Eric Sox, Joint tenants with rights of survivorship for the sum of $117,100.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, George Brandt and Eric Sox, Joint tenants with rights of survivorship, 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 George Brandt and Eric Sox, Joint tenants with rights of survivorship 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 George Brandt and Eric Sox, Joint tenants with rights of survivorship, 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 Lot 44, Section One, Revised Shelby Heights, as of record in Plat Book 2330, page 171, Register's Office for Davidson County, Tennessee.

SAID Lot no. 44 beings at a point in the northerly margin of Davidson Street the common front corner of Lots Nos. 43, and 44; thence northwardly 108.5 feet tot he common rear corner of Lots No. 43,44, and 80; thence with the margin between Lots Nos. 44 and 80 eastwardly 106.7 feet to a point in the westerly margin of South 14th Street: thence with said margin southwardly 67.0 feet to a point; which marks the beginning of a curve with a radius of 25.0 feet; thence around said curve southwardly and westwardly 39.27 feet to a point in the northerly margin of Davidson Street; thence with said margin eastwardly 75.0 feet to the beginning.

Being the same property conveyed to the within named grantor(s) by Deed on even date recorded simultaneously herewith.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 200008210082588, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Deed recorded at Instrument 200008210082587, 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 George Brandt and Eric Sox, Joint tenants with rights of survivorship, 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 Eighteenth day of September, 2015.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Jonathan Davis
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 18th day of September, 2015, before me, a Notary Public, in and for said State and County, personally appeared Jonathan Davis, 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:
December 7, 2019

_____
Notary Public
James Albert

JAMES ALBERT
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires December 7, 2019

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 $117,100.00, 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:
December 7, 2019

_____
Notary Public
James Albert

JAMES ALBERT
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires December 7, 2019

PROPERTY ADDRESS: 1317 Davidson St, Nashville, Tennessee 37206

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
George Brandt and Eric Sox, Joint tenants with rights of survivorship
603 Fatherland Street
Nashville, TN 37206

S&I File #15-102014
Map & Parcel -094 05 0 088.00

RETURN TO:

_____

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