BILL GARRETT, Davidson County
Trans:T20150081004 DEEDTRS
Recvd: 09/23/15 12:43 3 pgs
Fees:18.00 Taxes:643.80
20150923-0096705

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:15-102050
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated October 10, 2007, recorded in Instrument No. 20071017-0122990, in the Register's Office of Davidson County, Tennessee, Gayle E. Rutledge and Howard M. Rutledge conveyed to First American Title Company, 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#201508050077946, 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 14, 2015, August 21, 2015, August 28, 2015 by which advertisement the sale was appointed to be held on September 17, 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 KAT Inc. for the sum of $174,000.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, KAT Inc., 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 KAT Inc. 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 KAT Inc., 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:

Property commonly known as 3401 Harborview Circle, Nashville, TN 37214, Davidson County.

Being Lot No. 53, on the plan of East Lake Subdivision, Section IV, of record in Plat Book 5800, Page 245, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being same property conveyed to Howard M. Rutledge and wife, Gayle E. Rutledge, by deed from Frank Batson Homes Inc. dated 6/30/95 and filed of record in Book 9725, Page 682, said Register's Office.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20071017-0122990, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded in Book 9725, page 682 re-recorded in Book 9820, page 897, 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 KAT Inc., 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 $174,000.00, 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:
December 7, 2019

_____
Notary Public
James Albert

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

PROPERTY ADDRESS: 3401 Harborwood Cir, Nashville, Tennessee 37214

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
KAT Inc.
108 Munson Crt
Smyrna, TN 37167

S&I File #15-102050
Map & Parcel -108 12 0 07500

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.