FILE NO.: LNC-15-03773

BILL GARRETT, Davidson County
Trans:T20150090468 DEEDTRS
Recvd: 10/23/15 11:25 3 pgs
Fees:18.00 Taxes:358.90
20151023-0108054

Prepared by and Return to:
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
LNC-15-03773

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
Joshua Lugo	Joshua Lugo	06012019300
2826 Hartford Dr Nashville, TN 37210	2826 Hartford Dr Nashville, TN 37210	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated July 1, 2010 and recorded July 12, 2010, at **Instrument Number 20100712-0054492**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **JOMYRA WEAVER** ("Borrower") conveyed to FIDELITY NATIONAL TITLE, Trustee, certain real property as described below (the "Property") to secure the payment of a certain indebtedness described in the Deed of Trust including, without limitation, that evidenced by a certain promissory note executed on July 1, 2010, (the "Note"), which obligation is presently held by **Embrace Home Loans, Inc**; and

WHEREAS, demand was made for the payment of the Note secured by the Deed of Trust referenced above, the payment of which was in default, and the obligation secured by the Deed of Trust referenced above was declared due and payable as provided in the Note and Deed of Trust, but the obligation was not paid; and

WHEREAS, Lender, the holder of the Note evidenced by the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Rubin Lublin TN, PLLC, was duly appointed as Substitute Trustee in the place and stead of FIDELITY NATIONAL TITLE, said appointment being set forth in **Instrument Number 20150814-0081615** in said Register's Office; and

WHEREAS, the Substitute Trustee caused a diligent search of the military records 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, the Substitute Trustee caused a diligent search of the bankruptcy records for each known Borrower and determined that Substitute Trustee was not subject to an automatic stay in bankruptcy both at the time foreclosure proceedings commenced and the time the Property was sold; and

WHEREAS, the Substitute Trustee caused notice to be published as provided for under T.C.A. §35-5-104 and as provided in the Deed of Trust and Note in The Tennessee Tribune that the Property would be sold on October 8, 2015, at 10:00 AM at the Front Entrance of the Historic Courthouse located at 1 Public Square, located in Nashville, Tennessee, such advertisement appearing in said newspaper on September 10, 2015, September 17, 2015, September 24, 2015, a copy of such notice was sent to the parties required under T.C.A. § 35-5-101(e) prior to the first publication date written above, and following such notice the default was not cured; and

WHEREAS, on October 8, 2015, the Substitute Trustee appeared and offered the property for sale, and after opening the floor for competitive bids, sold said Property to **Joshua Lugo** at the price of **Ninety-Seven Thousand and 00/100 ($97,000.00)** this being the highest, last and best bid.

NOW, THEREFORE, Rubin Lublin TN, PLLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of Ninety-Seven Thousand and 00/100 ($97,000.00) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **Joshua Lugo** ("Grantee"), its successors and assigns, all of its right, title and interest in and to the Property, including without limitation, the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE IN DEED BOOK 10283 AT PAGE 164 AND IS DESCRIBED AS FOLLOWS:

LOCATED IN NASHVILLE, COUNTY OF DAVIDSON, STATE OF TENNESSEE, TO-WIT:

BEING LOT NO. 3 ON THE PLAN OF BEN ALLEN COURT, SECTION 1, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 6200, PAGE 593, IN THE REGISTER`S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

SUBJECT TO: (1) ALL MATTERS SHOWN ON PLAT RECORDED IN BOOK 6200, PAGE 593, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND (2) EASEMENT(S) TO METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 5608, PAGE 781 AND BOOK 5612, PAGE 634, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

The source of title is recorded at Book 10283 Page 164, in the Register's Office for Davidson County, Tennessee.

This property is now or was formerly known as 161 HART LN, NASHVILLE, TN 37207.

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouse's elective share, homestead, dower, courtesy and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

Said sale will be subject to any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien upon the Property; any and all liens, defects, encumbrances, adverse claims, and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might not have been waived by such governmental agency; applicable covenants, restrictions, building setbacks, easements, and to all conditions as shown with respect to the aforementioned Property in the Register's Office of Davidson County, Tennessee; any governmental zoning and subdivision ordinances or regulations in effect thereon; the accuracy of the Index Book of the said Register's Office; and any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

WITNESS the signature of the Substitute Trustee this ___ day of OCT 0 9 2015, 20___.

Rubin Lublin TN, PLLC

Printed Name: Michael L. Baringer
Title: Member, Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, J.Z. Marshall-Clarke, of the state and county aforesaid, personally appeared , Michael L. Baringer, member of Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself/herself to be a Member of Rubin Lublin, LLC, a Limited Liability Company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Limited Liability Company by himself/herself as such officer.

WITNESS my hand and seal at office in Peachtree Corners, GA, _____, this ___ day of OCT 0 9 2015, 20___.

Notary Public

J.Z. MARSHALL CLARKE NOTARY PUBLIC GEORGIA JACKSON COUNTY EXPIRES JAN. 20, 2018

My commission expires:
1/20/18

STATE OF Tenn.)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $ 97,000.

WITNESS my hand this 22nd day of October, 2015.

Printed Name: Joshua Lugo
Title: Grantee/Agent

Sworn to and subscribed before me this 22nd day of October, 2015.

Notary Public

SHEILA B. STEVENSON NOTARY PUBLIC MADISON COUNTY, TENNESSEE EXP. 5/30/17

My commission expires:
5/30/17