THIS INSTRUMENT PREPARED BY:
Shapiro & Ingle, LLP, a Tennessee limited liability partnership
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704)333-8107

S&I:15-100318

This Deed was corrected to properly reflect the legal description in Substitute Trustee's Deed which was recorded in Instrument No. 20150708-0066197.

BILL GARRETT, Davidson County
Trans:T20150095199 DEEDTRS
Recvd: 11/09/15 10:21 2 pgs
Fees:12.00 Taxes:0.00
20151109-0113687

CORRECTED
SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated July 25, 2003, recorded in Instrument No. 200307290106359, in the Register's Office of Davidson County, Tennessee, Cynthia Lynn Hartley Thompson conveyed to Larry D. Miller, 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 # 20150526-0047973, in the Register's Office of Davidson County, Tennessee; and,

WHEREAS, the holder requested said Substitute Trustee to, upon proper advertisement and notice, 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 June 26, 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 Daryl Spicer for the sum of $92,536.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Daryl Spicer, 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 Daryl Spicer 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 Daryl Spicer, his 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. 1060 on the plan of Hermitage Hills Subdivision, Section 10, as of record in Deed Book 3600, Page 50, Register's Office for Davidson County.

This legal description is identical with that in Deed of Trust recorded in Instrument No. 200307290106359, in the Register's Office of Davidson County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 200307290106359, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Quitclaim Deed recorded at Instrument # 20020924-0116220, 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 Daryl Spicer, his 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 Sixth day of November, 2015.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 6 day of November, 2015, before me, a Notary Public, in and for said State and County, personally appeared Jason Purser 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:

_____
Notary Public

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 $92,536.00, 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

******Transfer Taxes already paid in Instrument No. 20150708-0066197******

PROPERTY ADDRESS: 122 Jacksonian Dr, Hermitage, Tennessee 37076

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Daryl Spicer
2007 Kimberly Drive, Mount Juliet, TN 37122

S&I File #15-100318 / CXE
Map & Parcel -074 04 0 025.00

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