BILL GARRETT, Davidson County
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PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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(704)333-8107
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**S&I:12-033945**
**Davidson COUNTY**

## SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated October 16, 1998, recorded in Book 11184, Page 268, in the Register's Office of Davidson County, Tennessee, Deborah A. Newsom 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 Number 20121231-0120716, 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 March 13, 2015, March 20, 2015, March 27, 2015 by which advertisement the sale was appointed to be held on April 16, 2015 at 10:00 AM, at which time it was announced the sale adjournment to be held on May 28, 2015 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on July 9, 2015 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on August 20, 2015 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on October 1, 2015 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on November 12, 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 Eric Sox and George Brandt Joint tenants with right of survivorship for the sum of $99,100.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Eric Sox and George Brandt Joint tenants with right 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 Eric Sox and George Brandt Joint tenants with right 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 Eric Sox and George Brandt Joint tenants with right 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:

> Land in Davidson County, Tennessee, being Lot No. 2 of the resubdivision of Lot No. 164 on the Plan of Maplewood Heights of record in Plat Book 5190, page 274, Register's Office for said County, to which reference is made for a more complete description.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Book 11184, Page 268, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded in Book 10276, Page 635, 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 Eric Sox and George Brandt Joint tenants with right 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 Seventeenth day of November, 2015.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Jonathan Davis
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 17th day of November, 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:
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 $99,100.00, 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:
March 26, 2018

_____
Notary Public
Michelle Toney

MICHELLE TONEY
NOTARY PUBLIC
Mecklenburg County

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or true value, whichever is greater for this transfer is
$ 99,100 _____, Affiant
Subscribed and sworn before me this the
24 Day of November 2015
_____, Deputy Register

MICHELLE TONEY
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires March 26, 2018

**PROPERTY ADDRESS:** 3806 Edwards Avenue, Nashville, Tennessee 37216

**PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:**
Eric Sox and George Brandt Joint tenants with right of survivorship
7051 Highway 70S Suite 315
Nashville, TN 37221

**S&I File #12-033945**
**Map & Parcel -061 14.0 202.00**

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.