BILL GARRETT, Davidson County
Trans:T20150102658 DEEDTRS
Recvd: 12/04/15 10:23 3 pgs
Fees:18.00 Taxes:170.57
20151204-0122284

PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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Charlotte, NC 28216
(704)333-8107
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S&I:15-063164
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated April 6, 2007, recorded in Instrument No. 20070412-0043716, in the Register's Office of Davidson County, Tennessee, Barbara J Adkerson and Gale D Ghafur conveyed to Brandon G. Polito, 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 20150601-0050184, 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 July 10, 2015, July 17, 2015, July 24, 2015 by which advertisement the sale was appointed to be held on July 31, 2015 at 10:00 AM, at which time it was announced the sale adjournment to be held on August 31, 2015 at 11:30 AM, at which time it was announced the sale was further adjourned to be held on September 30, 2015 at 12:00 PM, at which time it was announced the sale was further adjourned to be held on October 30, 2015 at 10:00 AM, at which time it was announced the sale was further adjourned to be held on November 30, 2015, at the Davidson County Courthouse, South Main door, One Public Square, Nashville, Tennessee, at 2:30 PM; 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, as joint tenants with right of survivorship for the sum of $46,100.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, George Brandt and Eric Sox, as 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 George Brandt and Eric Sox, as 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 George Brandt and Eric Sox, as 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:

Certain real estate in Davidson County, Tennessee, as follows.

Land in Davidson County, Tennessee, being the north 1/2 of Lot No. 366 on the Plan of D.T. McGavock and Others Addition, as of record in Book 21, page 41, Register's Office for said County.

Said part of said lot fronts 50 feet on the easterly side of 17th Avenue North and runs back between parallel lines, 170 feet to an alley.

MAP PARCEL NUMBERS Map 81-11, Parcel 247

This being the same property conveyed to Barbara J. Adkerson and Gale D. Ghafur from Sadie G. & A.P. Johnson Sr. herein by Deed dated 02/24/84 and recorded 02/28/84 in Deed Book 6238 at Page 152.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20070412-0043716, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded in Book 6238, page 152, 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, as 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 First day of December, 2015.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Jonathan Davis
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 1st day of December, 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 $46,100.00, 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
North Carolina
My Commission Expires March 26, 2018

PROPERTY ADDRESS: 1712 17th Avenue North, Nashville, Tennessee 37208

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
George Brandt and Eric Sox, as joint tenants with right of survivorship
5133 Harding Pike, Suite B10 PMV 185
Nashville, TN 37205

S&I File #15-063164
Map & Parcel -081 11 0 247.00

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.