PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
10130 Perimeter Parkway
Suite 400
Charlotte, NC 28216
(704)333-8107
Fax (704)333-8156

BILL GARRETT, Davidson County
Trans:T20160002870 DEEDTRS
Recvd: 01/12/16 11:30 3 pgs
Fees:18.00 Taxes:407.00
20160112-0003171

S&I:13-047735
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated May 18, 2007, recorded in Instrument No. 20070807-0094163, in the Register's Office of Davidson County, Tennessee, Kimberly L. Mumphery and Gregory J. Mumphery conveyed to David R. Wilson, 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 20140212-0012460, 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 December 4, 2015, December 11, 2015, December 18, 2015 by which advertisement the sale was appointed to be held on January 4, 2016, at the Davidson County Courthouse, South Main door, One Public Square, Nashville, Tennessee, at 11:30 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 and James Deatrick Jr. for the sum of $110,001.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Daryl Spicer and James Deatrick Jr., 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 and James Deatrick Jr. 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 and James Deatrick Jr., 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:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATE, LYING AND BEING IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, TO WIT:

BEING LOT NO. 77 ON THE PLAN OF TWIN LAWN SUBDIVISION, AS OF RECORD IN BOOK 2331, PAGE 9, REGISTERS' OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND DETAILED DESCRIPTION OF SAID LOT.

BEING THE SAME PROPERTY ACQUIRED BY THE PARTY OF THE FIRST PART PURSUANT TO THE PROVISIONS OF THE NATIONAL HOUSING ACT, AS AMENDED (12 U.S.C. 1701 ET SEQ.) AND THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACT (79 STATE. 667), BY DEED DATED JULY 21, 1994 AND RECORDED IN BOOK 9419, PAGE 174, OFFICE OF THE REGISTER, COUNTY OF DAVIDSON, STATE OF TENNESSEE.

SAID CONVEYANCE IS MADE SUBJECT TO ALL COVENANTS, EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS AND RIGHTS APPEARING OF RECORD AGAINST THE ABOVE DESCRIBED PROPERTY; ALSO SUBJECT TO ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OF SAID PROPERTY WOULD SHOW.

ADDRESS: 813 COLFAX DR.; NASHVILLE, TN 37214 TAX MAP OR PARCEL ID NO.: 96-14-43.00

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20070807-0094163, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Cash Deed at Book 9575, Page 826, 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 and James Deatrick Jr., 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 Fifth day of January, 2016.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Jonathan Davis
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 5th day of January, 2016, 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 $110,001.00, 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: 813 Colfax Dr, Nashville, Tennessee 37214

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

S&I File #13-047735
Map & Parcel -096 14 0 043.00

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.