BILL GARRETT, Davidson County
Trans:T20160055718 DEEDTRS
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Fees:18.00 Taxes:271.95
20160630-0066705

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

S&I:13-046702
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated September 23, 2008, recorded in Instrument No. 20080926-0097893, in the Register's Office of Davidson County, Tennessee, Betty J. Dial conveyed to K. Gunderson, 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 20140630-0057182, 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 May 27, 2016, June 3, 2016, June 10, 2016 by which advertisement the sale was appointed to be held on June 23, 2016, 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 Larry Cox for the sum of $73,500.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Larry Cox, 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 Larry Cox 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 Larry Cox, his/her/their/its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Joelton, County of Davidson, State of Tennessee, to wit:

A certain parcel of land in Davidson County, Tennessee, described as follows, to wit: a tract of land in the 14th Civil District of Davidson County, Tennessee, described according to a survey of a part of the A.J. William tract, according to a survey made by Hickerson-Miller, engineers-surveyors, and shown as tract, No. 16 on said survey as follows: Beginning at a point in the easterly margin of Harper Road, said point being 1879.00 feet north of the center line of Highway Number 112, being the corner of Lots Numbers 16 and 17; thence with the margin of said road, north 2 degrees 13 minutes west 100 feet to a point; thence north 89 degrees 00 minutes east 435 feet to a point; thence south 2 degrees 13 minutes east 100 feet to a point; thence south 89 degrees, 00 minutes west 435 feet to the point of beginning. (Tax ID: 14/19.01)

Being the same fee simple property conveyed by Special Warranty Deed from H. Michael Bennett, Executor of the Estate of Mildred E. Gary to Albert H. Dial and Betty J. Dial, wife, dated 12/01/1992 recorded on 12/03/1992 in Book 8803, Page246 in Davidson County Records, State of TN.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20080926-0097893, in the Register's Office of Davidson County, Tennessee.

The last deed of record is 8803/246, 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.

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 Larry Cox, 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 Twenty-Seventh day of June, 2016.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Andrew Vining
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 27th day of June, 2016, before me, a Notary Public, in and for said State and County, personally appeared Andrew Vining, 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 $73,500.00, which amount is ~~equal to or greater than~~ the amount which the property transferred would command at a fair and voluntary sale.

_____
Andrew Vining
Affiant - Agent

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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: 7176 Harper Road, Joelton, Tennessee 37080

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Larry Cox
441 Beauchamp Circle
Franklin, TN 37067

S&I File #13-046702
Map & Parcel -014 00 0 019.01

RETURN TO:

Larry Cox

441 Beauchamp Circle

Franklin, TN 37067

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