PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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Charlotte, NC 28216
(704)333-8107
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S&I:16-105152
Davidson COUNTY

BILL GARRETT, Davidson County
Trans:T20160061382 DEEDTRS
Recvd: 07/18/16 11:44 3 pgs
Fees:18.00 Taxes:493.95
20160718-0073468

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated January 22, 2010, recorded in Instrument No. 20100201-0008067, in the Register's Office of Davidson County, Tennessee, Michael S. Snyder and Courtney Snyder conveyed to Richard Duncan, 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 Instru# 201604010031234, 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 April 8, 2016, April 15, 2016, April 22, 2016 by which advertisement the sale was appointed to be held on May 12, 2016, at the front entrance of 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 AZIZ ASHUROV AND NODIRJON RADJABOV for the sum of $133,500.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, AZIZ ASHUROV AND NODIRJON RADJABOV, 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 AZIZ ASHUROV AND NODIRJON RADJABOV 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 AZIZ ASHUROV AND NODIRJON RADJABOV, his/her/their/its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Madison, County of Davidson, State of Tennessee, to wit:

BEING LOT NO. 8 ON THE PLAN OF HEAD'S ADDITION, SECTION 2, NOT OF RECORD, DAVIDSON COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Beginning at a point in the westerly margin of Graycroft Road, being the southeasterly corner of said lot; thence North 2 degrees 45' East 115 feet to a point; thence North 87 degrees 15' West 371.6 feet to a point; thence South 2 degrees 24' West 115 feet to a point; thence South 87 degrees 15' 371.6 feet to the point of beginning.

Included in the above description, but expressly excluded from:

Beginning at a point on the northeast corner of Parcel 94 of Map 42-14 and lying on the westerly right-of-way line of Graycroft Avenue, thence South 06 degrees 45' 45" West along existing right-of-

way for a distance of 115.00 feet to a point; thence North 83 degrees 14' 13" West for a distance of 1.15 feet to a point; thence North 06 degrees 47' 53" East along proposed right-of-way line for a distance of 115 feet to a point; thence South 83 degrees 14' 13" East for a distance of 1.08 feet to the point of beginning and containing therein an area of 128.11 square feet, more or less.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20100201-0008067, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Quitclaim Deed recorded in Instrument 20070511-0056620, 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 AZIZ ASHUROV AND NODIRJON RADJABOV, 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 Thirteenth day of May, 2016.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Andrew Vining
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 13th day of May, 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:
February 21, 2021

_____
Notary Public
Leslie B. Wolf

LESLIE B WOLF
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires February 21, 2021

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 $133,500.00, 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:
February 21, 2021

_____
Notary Public
Leslie B. Wolf

LESLIE B WOLF
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires February 21, 2021

PROPERTY ADDRESS: 112 South Graycroft Ave, Madison, Tennessee 37115

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
AZIZ ASHUROV AND NODIRJON RADJABOV
728 CRESTMARK DR
Mount Juliet, TN 37122

S&I File #16-105152
Map & Parcel -042 14 0 094.00

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.