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:15-102022
Davidson COUNTY

BILL GARRETT, Davidson County
Trans:T20160092175 DEEDTRS
Recvd: 10/19/16 09:15 3 pgs
Fees:18.00 Taxes:395.16
20161019-0110311

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated June 23, 2006, recorded in Instrument No. 200606270076335, in the Register's Office of Davidson County, Tennessee, William F. Pewitt and Martha J. Pewitt conveyed to J. Rhyne, 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# 201609270101804, 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 September 16, 2016, September 23, 2016, September 30, 2016 by which advertisement the sale was appointed to be held on October 13, 2016, 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, 1/2 Undivided interest each for the sum of $106,800.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Eric Sox and George Brandt, 1/2 Undivided interest each, 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, 1/2 Undivided interest each 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, 1/2 Undivided interest each, 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:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit: Being a part of Lot No. 17 of the Montague Subdivision of record in Book 421, Page 129, Register's Office for Davidson County, Tennessee. Beginning on the Southeast margin of Fernbank Drive as widened at a point 225.5 feet northwardly from Palestine Avenue; thence, South 53 degrees 49 minutes East 208.8 feet to a point; thence, North 36 degrees 93 minutes East 52.3 feet to the Southeast corner of the property conveyed to Goldie Pearl Rogers; thence, North 53 degrees 7 minutes West with said Rogers Southwest line 208.8 feet to the Southeast margin of Fernbank Avenue as widened; thence, with said margin South 36 degrees 53 minutes West 54.5 feet to Point of Beginning and certain real estate in Davidson County, Tennessee, as follows: Being part of Lot 1 of the Resubdivision of part of Lot No. 17 Montague Subdivision, as of record in Book 5190, Page 544, Registers Office for Davidson County, Tennessee. Beginning at a point in the Southeast margin of Fernbank Avenue, said point being the Northeast corner of that property conveyed to Bennie I. Allen Tuberville (Riddle) by Deed of Record in Book 4839, Page 699, said Register's

Office, thence along the Northeast line of said property conveyed in Book 4839, Page 699, said Registers Office, Southeast 208.8 feet to a point; thence, South 36 degrees 53 minutes 00 seconds W. 6.6 feet to an iron pin; thence S 53 degrees 15 minutes 27 seconds E, 208.38 feet to an iron pin in the Southeast margin of Fernbank Avenue; thence with the margin of same Northeast, 5.5 feet to the point of Beginning.

Being the same property conveyed by fee simple warranty deed from Thomas F. Price and wife, Gloria J. Price to William F. Pewitt and Martha J. Pewitt, dated 12/15/1972 and recorded on 12/18/1972 and recorded on 12/18/1972 in Book 4665, page 32, and being the same property conveyed by fee simple warranty deed from Bennie I. Allen Tuberville Riddle and Husband, Olan Eugene Riddle to William F. Pewitt and Martha J. Pewitt, dated 6/29/1981 recorded on 7/1/1981 in book 5764, page 365 in Davidson County records, state on TN.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 200606270076335, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Deed recorded in Book 5764, Page 365, 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 Eric Sox and George Brandt, 1/2 Undivided interest each, 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 October, 2016.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Andrew Vining
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 17th day of October, 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.

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

_____
My commission expires:
February 21, 2021

Notary Public
Leslie B. Wolf

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 $106,800.00, 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.

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

_____
My commission expires:
February 21, 2021

Notary Public
Leslie B. Wolf

PROPERTY ADDRESS: 1115 Fernbank Ave, Madison, Tennessee 37115

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Eric Sox and George Brandt, 1/2 Undivided interest each
7051 Hwy 70 South 315
Nashville, TN 37221

S&I File #15-102022
Map & Parcel -052 09 0 008.01

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.