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:13-047202
Davidson COUNTY

BILL GARRETT, Davidson County
Trans:T20160110701 DEEDTRS
Recvd: 12/16/16 10:56 3 pgs
Fees:18.00 Taxes:555.00
20161216-0132076

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated August 30, 2005, recorded in Instrument No. 200509080108179, in the Register's Office of Davidson County, Tennessee, Mark T. Sullivan and Edward M. Zinkovich conveyed to Jack Case Wilson, Title Associates, LLC, 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 201609120095676, 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 30, 2016, October 7, 2016, October 14, 2016 by which advertisement the sale was appointed to be held on October 27, 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 DAVID SPRINGSTEEN for the sum of $150,000.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, DAVID SPRINGSTEEN, 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 DAVID SPRINGSTEEN 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 DAVID SPRINGSTEEN, 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:

> Land in Davidson County, Tennessee, being Lot No. 317 as shown on the plan of Nashboro Village, Tract 21, Phase 1, of record in Book 4660, Page 159, as amended in Instrument No. 20031118-0168332, Register's Office for said County, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to Mark T. Sullivan, unmarried and Edward M. Zinkovich, unmarried by Warranty Deed from Marquis Homes, LLC, of record in Instrument No. 20050908-0108178 Register's Office for Davidson County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 200509080108179, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Quit Claim deed at Instrument Number 200609220117940, 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.

This conveyance is subject to the right of the United States of America to redeem the land as provided for in 26 U.S.C. 7425 (d) (1). Attached hereto is a copy of said notice and letter of compliance.

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 DAVID SPRINGSTEEN, 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 Thirty-First day of October, 2016.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership

By: _____
Megan Hawn Gilbert
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 31st day of October, 2016, before me, a Notary Public, in and for said State and County, personally appeared Megan Hawn Gilbert, 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 $150,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Megan Hawn Gilbert
Affiant - Agent

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

Subscribed and sworn to before me on the date written above.

_____
My commission expires:
February 21, 2021

Notary Public
Leslie B. Wolf

PROPERTY ADDRESS: 2232 Nashboro Blvd, Nashville, Tennessee 37217

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
DAVID SPRINGSTEEN
2512 LA MIRAGE CT
Virginia Beach, VA 23456

S&I File #13-047202
Map & Parcel -135 12 0E 032.00

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.