PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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Davidson County DEEDTRS
Recvd: 12/30/16 14:03 4 pgs
Fees:22.00 Taxes:0.00
20161230-0137532

S&I:15-103917
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated July 15, 2005, recorded in Instrument No. 20050721-0085294, in the Register's Office of Davidson County, Tennessee, Floyd D. Evans, Sr. aka Floyd Evans, Sr. being on and the same person conveyed to Warranty Title Insurance Co., 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 20161219-0133097, 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 October 21, 2016, October 28, 2016, November 4, 2016 by which advertisement the sale was appointed to be held on November 23, 2016 at 10:00 AM, at which time it was announced the sale adjournment to be held on December 22, 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 Ditech Financial, LLC for the sum of $168,132.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Ditech Financial, LLC, 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. For value received, Ditech Financial, LLC has assigned all its interest in the sale to Federal Home Loan Mortgage Corporation, his/her/their/its successors and assigns.

NOW, THEREFORE, in consideration of the premises and the payment by Ditech Financial, LLC 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 Federal Home Loan Mortgage Corporation, his/her/their/its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Whites Creek, County of Davidson, State of Tennessee, to wit:

Beginning at an iron pin in the center of Bear Hollow Road, in the west line of Book 5699, page 129, Register's Office for Davidson County, Tennessee, the southeast corner of a 5.22 acre tract; thence leaving road with the east line of said 5.22 acre tract: thence leaving road with the east line of said 5.22 acre tract, North 21° 29' 16" West 184.35 feet to an iron rod; North 40° 28' 23" West 91.18 feet to an iron rod; North 47° 22' 44" West 22.75 feet to an iron rod; thence with a new line, North 76° 43' 11" East 1255.87 feet to an iron rod; thence South 25° 21' 57" East 346.26 feet to a point in the center of Bear Hollow Road; thence with centerline of said Road, with a curve to the left, delta 23° 58' 45", radius 417.77 feet, chord North 77° 40' 12" West 173.57 feet, a distance of 174.84 feet; thence South 65° 40' 50" West 221.82 feet; thence with a curve to the right, delta 08° 12' 00", radius 1275.69 feet, chord South 69° 46' 50" West 182.42 feet, a distance of 182.57 feet; thence leaving said Road, North 54° 06' 00" West 83.22 feet to a point, South 76° 26' 52" West 82.72 feet to a point, South 37° 26' 22" West 88.70 feet to the center of Bear Hollow Road; thence with centerline

of said Road, with a curve to the right, delta 09° 00' 39", radius 1275.69 feet, chord South 87° 38' 32" West 200.42 feet, a distance of 200.63 feet, South 87° 51' 08" West 173.98 feet to a point; thence with a curve to the left, delta 01° 52' 27", radius 3316.33 feet, a chord North 88° 47' 21" West 108.47 feet, a distance of 108.48 feet to the beginning, containing 10 acres more or less, according to survey of Randolph L. Chapdelaine, Number 1444, dated March 6, 1985.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY BUT EXCLUDED FROM THIS CONVEYANCE is a tract of land conveyed to James I Caldwell, III and David R. Wade, III of record in Book 7467, page 626 as corrected in Book 7637, page 733, Register's Office for Davidson County, Tennessee, said tract being further described as follows:

Lot 30 of the David Wade Division
Commencing at an iron pin in the west line of Harriet Gupton, said pin being the northeast corner of Lot 27 of the David Wade Division, and being located North 25 degrees 21 minutes 57 seconds West 351.19 feet to an iron pin and the true point of beginning for the herein described tract; thence South 76 degrees 43 minutes 11 seconds West 569.97 feet to an iron pin being the northeast corner of Floyd Evans Lot 20; thence South 25 degrees 21 minutes 57 seconds East 383.13 feet to an iron pin 12.5 feet from the center of Bear Hollow Road; thence North 54 degrees 6 minutes 00 seconds West 563.16 feet to an iron pin being the Southwest corner of the Harriet Gupton line; thence North 25 degrees 21 minutes 57 seconds West to the true point of beginning, containing 4.38 acres, more or less, according to a survey by Randolph L. Chapdelaine, dated March 6, 1985, and revised May 9, 1988.

BEING all of the same property conveyed to Floyd Evans, Sr. by Warranty Deed from James I. Caldwell, III and David E. Wade, III, dated April 20, 1985 of record in Book 6775, Page 113, Register's Office for Davidson County, Tennessee.

Floyd D. Evans, Sr. and Floyd Evans, Sr. being one and the same person.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20050721-0085294, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded in Book 6775 Page 113, 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 Federal Home Loan Mortgage Corporation, 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 December, 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 December, 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

NO TAX/EXEMPT AGENCY

PROPERTY ADDRESS: 3600 Bear Hollow Rd, Whites Creek, Tennessee 37189

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Federal Home Loan Mortgage Corporation
2839 Paces Ferry Road NW
Suite 700
Atlanta, Georgia 30339

S&I File #15-103917
Map & Parcel -030 00 0 208.00

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

True Copy Certification

I, Lori Zammit, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of North Carolina

County of Mecklenburg

Personally appeared before me, Michelle Toney, a notary public for this county and state, Lori Zammit who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed,

Notary's Signature

My Commission Expires: March 26, 2018
Notary' Seal (if on paper)

MICHELLE TONEY
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires March 26, 2018