BILL GARRETT, Davidson County
Trans:T20170017309 DEEDTRS
Recvd: 02/28/17 12:18 3 pgs
Fees:18.00 Taxes:630.85
20170228-0019810

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:16-106690
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated November 4, 2005, recorded in Instrument No. 200511080135106, in the Register's Office of Davidson County, Tennessee, Raymond Edward Tarkington, Jr. and Jennifer Tarkington conveyed to Weiss & Weiss, 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 sot recorded 1/6/17 Instru# 201701060001799

Instru# 201607130071683, 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 January 20, 2017, January 27, 2017, February 3, 2017 by which advertisement the sale was appointed to be held on February 14, 2017, 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 GEORGE BRANDT & ERIC SOX 1/2 UNDIVIDED INTEREST EACH for the sum of $170,500.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, GEORGE BRANDT & ERIC SOX 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 GEORGE BRANDT & ERIC SOX 1/2 UNDIVIDED INTEREST EACH the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Shapiro & Ingle, LLP, as Substitute Trustee, does hereby grant, bargain, sell and convey to the said GEORGE BRANDT & ERIC SOX 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 Nashville, County of Davidson, State of Tennessee, to wit:

LAND in Davidson County, Tennessee being Lot No.270 on the Plan of Caldwell Country Estates, Section 5, of record in Book 3300, Page 16, Register's Office for Davidson County, Tennessee as follows:

BEGINNING at a point in the southerly margin of Suter Drive, said point being a common corner of Lots Nos. 269 and 270; thence southerly with dividing line between Lots Nos. 269 and 270, 153 feet to a concrete monument; thence with the dividing line between Lots Nos. 270 and 271 westerly 81.07 feet to a point in the easterly margin of Suter Court culdesac; thence northwardly with margin of said culdesac; 54. 74 feet to a concrete monument; thence continuing northwardly with said culdesac, 36.14 feet to a concrete monument; thence continuing with said margin northerly 61.86

feet to a concrete monument; thence to the right around a curve, 39.27 feet to a concrete monument in the southerly margin of Suter Drive; thence with said margin of said Drive, easterly 45.74 feet to a concrete monument; thence continuing easterly with said margin of Suter Drive, 59.78 feet to the point of beginning.

BEING the same property conveyed to RAYMOND EDWARD TARKINGTON, JR., MARRIED by deed from BUD L. WELCH, A WIDOWER, of record in Instrument No. 20051014-0124430, said 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. 200511080135106, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Instrument Number: 200510140124430, 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 GEORGE BRANDT & ERIC SOX 1/2 UNDIVIDED INTEREST EACH, his/her/their/its successors and assigns, in fee simple forever, to whom the said Shapiro & Ingle, LLP, 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, Substitute Trustee, has hereunto set its hand and seal this Sixteenth day of February, 2017.

Shapiro & Ingle, LLP

By: _____
Andrew Vining
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 16th day of February, 2017, 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, 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 $170,500.00, 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: 5014 Suter Ct, Nashville, Tennessee 37211

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
GEORGE BRANDT & ERIC SOX 1/2 UNDIVIDED INTEREST EACH
7051 HWY 70 South #315
Nashville, TN 37205

S&I File #16-106690
Map & Parcel -147 06 0 215.00

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.