FILE NO.: SHP-13-08255

BILL GARRETT, Davidson County
Trans:T20170058691 DEEDTRS
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Fees:18.00 Taxes:447.70
20170710-0069109

Prepared by and Return to:
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
SHP-13-08255

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
MOURAD TAKI	MOURAD TAKI	03800006900
912 KIPLING DRIVE NASHVILLE, TN 37217	912 KIPLING DRIVE NASHVILLE, TN 37217	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated October 22, 2004 and recorded October 27, 2004, at **Instrument Number 20041027-0129170**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **BRIAN STABILE** ("Borrower") conveyed to ROBERT J. NOTESTINE III, ATTORNEY, Trustee, certain real property as described below (the "Property") to secure the payment of a certain indebtedness described in the Deed of Trust including, without limitation, that evidenced by a certain promissory note executed on October 22, 2004, (the "Note"), which obligation is presently held by **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2005-J4, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-J4**; and

WHEREAS, demand was made for the payment of the Note secured by the Deed of Trust referenced above, the payment of which was in default, and the obligation secured by the Deed of Trust referenced above was declared due and payable as provided in the Note and Deed of Trust, but the obligation was not paid; and

WHEREAS, Lender, the holder of the Note evidenced by the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Rubin Lublin TN, PLLC, was duly appointed as Substitute Trustee in the place and stead of ROBERT J. NOTESTINE III, ATTORNEY, said appointment being set forth in **Instrument Number 20140220-0014451** in said Register's Office; and

WHEREAS, the Substitute Trustee caused a diligent search of the military records 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, the Substitute Trustee caused a diligent search of the bankruptcy records for each known Borrower and determined that Substitute Trustee was not subject to an automatic stay in bankruptcy both at the time foreclosure proceedings commenced and the time the Property was sold; and

WHEREAS, the Substitute Trustee caused notice to be published as provided for under T.C.A. §35-5-104 and as provided in the Deed of Trust and Note in The Tennessee Tribune that the Property would be sold on June 22, 2017, at 10:00 AM at the Front Entrance of The Historic Davidson County Courthouse, One Public Square, Nashville, TN 37201, such advertisement appearing in said newspaper on May 25, 2017, June 1, 2017, June 8, 2017, a copy of such notice was sent to the parties required under T.C.A. § 35-5-101(e) prior to the first publication date written above, and following such notice the default was not cured; and

WHEREAS, on June 22, 2017, the Substitute Trustee appeared and offered the property for sale, and after opening the floor for competitive bids, sold said Property to **MOURAD TAKI** at the price of **One Hundred Twenty-One Thousand and 00/100 ($121,000.00)** this being the highest, last and best bid.

NOW, THEREFORE, Rubin Lublin TN, PLLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of One Hundred Twenty-One Thousand and 00/100 ($121,000.00) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **MOURAD TAKI** ("Grantee"), its successors and assigns, all of its right, title and interest in and to the Property, including without limitation, the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

LAND IN THE 14TH, FORMERLY 24TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY HICKERSON & HICKERSON, ENGINEERS, DATED APRIL 2, 1982, AS FOLLOWS:BEGINNING ON THE SOUTHERLY MARGIN OF ALESSIO ROAD AT AN IRON PIN ON THE EASTERLY LINE OF CHARLES LOHRUM PROPERTY; THENCE WITH SAID LINE, SOUTH 2 DEG. 22 MIN. EAST 947 FEET TO A STAKE; THENCE NORTH 66 DEG. EAST 173.5 FEET TO A STAKE; THENCE NORTH 3 DEG. 20 MIN. WEST 885.6 FEET TO AN IRON PIN ON THE SOUTHERLY MARGIN OF ALESSIO ROAD; THENCE WITH SAID ROAD SOUTH 86 DEG. 40 MIN. WEST 150 FEET TO THE BEGINNING, CONTAINING 3.3 ACRES MORE OR LESS.

The source of title is recorded at Instrument Number 20041027-0129169, in the Register's Office for Davidson County, Tennessee.

This property is now or was formerly known as 3703 ALESSIO RD, WHITES CREEK, TN 37189.

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouse's elective share, homestead, dower, courtesy and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

Said sale will be subject to any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien upon the Property; any and all liens, defects, encumbrances, adverse claims, and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might not have been waived by such governmental agency; applicable covenants, restrictions, building setbacks, easements, and to all conditions as shown with respect to the aforementioned Property in the Register's Office of Davidson County, Tennessee; any governmental zoning and subdivision ordinances or regulations in effect thereon; the accuracy of the Index Book of the said Register's Office; and any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

WITNESS the signature of the Substitute Trustee this 27th day of June, 2017.

Rubin Lublin TN, PLLC

Printed Name: Victor Kang
Title: Member, Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, Destiny Carnes, of the state and county aforesaid, personally appeared, Victor Kang, member of Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself/herself to be a Member of Rubin Lublin, LLC, a Limited Liability Company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Limited Liability Company by himself/herself as such officer.

WITNESS my hand and seal at office in Peachtree Corners, Georgia, this 27th day of June, 2017.

Notary Public

DESTINY CARNES NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES APRIL 30, 2021

My commission expires:

April 30, 2021

STATE OF TN)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $ 121,000.00.

WITNESS my hand this 10 day of July, 2017.

MOURAD TN LLC
Printed Name: Grantee/Agent

Sworn to and subscribed
before me this 10 day of July, 2017.

Notary Public

JOHN ELBEBLAWY NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

My commission expires:

Jan 8, 2019

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED