Prepared by:
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Bill Garrett Davidson County
Batch# 295 DEEDTRS
09/12/2017 09:23:15 AM 4 pgs
Fees: $23.00 Taxes: $501.72
20170912-0093180

Return to and
Send Tax Bills to New Owner:
Carrington Mortgage Services, LLC
1600 South Douglass Road
Anaheim, CA 92806

Tax/Parcel No: 149 07 0C 061.00

SUBSTITUTE TRUSTEE'S DEED

THIS DEED, made and entered into this 25th day of August, 2017, by David L. Smith, Substitute Trustee ("Grantor") and, **Eric Sox & George Brandt A 1/2 Undivided Interest Each, 7051 HWY 70 SOUTH #315, Nashville, TN 37221** , ("Grantee").

WHEREAS, by a certain Deed of Trust (the "Deed of Trust") dated **July 29, 2009**, and duly recorded in the Register's Office for the County of **Davidson**, Tennessee, in **Instrument No.: 20090803-0072403**, Carolyn D. McNeal (the "Borrowers(s)"), did grant and convey to **Anderson, Tate & Carr, PC,** Trustee, the property hereinafter described, in trust to secure to **Mortgage Electronic Registration Systems, Inc, as nominee for Brand Mortgage Group, LLC**, or the holder thereof, payment of a certain negotiable and promissory note (the "Note") dated July 29, 2009, in the principal sum of $99,715.00, said note being payable to **Brand Mortgage Group, LLC**, or the holder thereof, reference to which Deed of Trust is made for a more particular description of said note;

WHEREAS, the Deed of Trust was assigned to **Carrington Mortgage Services, LLC** by Assignment of Deed of Trust recorded on **December 20, 2016**, in the Register's Office for the County of **Davidson**, Tennessee at Instrument No.: 201612200133732; and

WHEREAS, by instrument dated **June 5, 2017**, the Grantor, was duly appointed Substitute Trustee, said instrument being recorded in the Register's Office of **Davidson** County, Tennessee, at Instrument No.: 20170609-0057994 and

WHEREAS, demand was made for payment of the Note secured by the Deed of Trust, payment of which was in default, and the obligation secured by the Deed of Trust was declared due and payable as provided in the Note and Deed of Trust; and

WHEREAS, it is provided in said Deed of Trust that upon default being made in the payment of the debt thereby secured, the Trustee, upon being requested so to do by the holder of said note, should sell the property therein; and

WHEREAS, default was made in the payment of the debt secured by the Note and Deed of Trust, and the Substitute Trustee having been requested by the holder of the Note to make sale of the hereinafter described property, and the said Trustee, pursuant to the terms of the Deed of Trust, and Tennessee law, caused the Notice of Substitute Trustee's Sale ("Notice of Sale") which provided that the property hereinafter described would be sold on **August 3, 2017**, at **1:00 p.m.**, at the door of the **Davidson** Courthouse, to be published in the **Davidson AM,** a newspaper of general circulation in **Davidson** County, Tennessee, on **07/14/2017, 07/21/2017 and 07/28/2017**; a copy of the Notice of Sale was sent to the Borrower(s), the current owner of the property hereinafter described and all other parties who appeared to have an interest in the property as reflected in the of the Register's Office of Davidson County, Tennessee, and following such Notice of Sale, the default was not cured; and

WHEREAS, on **August 3, 2017**, at the door of the **Davidson** Courthouse, Tennessee, the Substitute Trustee did offer the hereinafter described property for sale at public auction to the highest bidder and after opening the floor for competitive bids, sold the hereinafter described property to the Grantee for the sum of **$135,600.00.**

NOW THEREFORE, in consideration of the premises and said sum of money, the receipt of which is hereby acknowledged, David L. Smith, Substitute Trustee, does hereby grant, transfer and convey with Special Warranty unto **Eric Sox & George Brandt, a 1/2 Undivided Interest Each,** its successors and assigns, the following described property, to-wit:

Real estate located in Davidson County, Tennessee, described as follows:

Lot Number 61, on the Final Plat, Highlands of Chelsea Village, Section One, as shown by plat appearing of record in Instrument Number 200406160071117, of the Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more particular description thereof.

Being the same property conveyed to Carolyn D. McNeal by deed of record in 20090803-0072402, Register's Office for Davidson County, Tennessee.

Tax ID: 149 07 0C 061.00

PROPERTY ADDRESS: 780 Dover Glen Dr., Antioch, TN 37013.

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

This conveyance is made subject to (1) any and all unpaid ad valorem taxes plus penalty and interest, if any, that may be a lien upon the Property; (2) any and all liens, defects encumbrances, adverse claims, and other matters which may take priority over the Deed of Trust; (3) any statutory right of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might have not been waived by such governmental agency; (4) applicable covenants, restrictions, building setbacks, easements, and all conditions as shown with respect to the aforementioned Property in the Register's Office of **Davidson** County, Tennessee; (5) any governmental zoning and subdivision

ordinances or regulations in effect thereon; (6) the accuracy of the Index Book of the said Register's Office; and (7) any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representation 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. Grantor makes no representation or warranty relating to title or any physical, environmental, health or safety conditions existing in, on, at or relating to the Property, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions are expressly disclaimed.

IN WITNESS WHEREOF, David L. Smith, Substitute Trustee has hereunto affixed his hand and seal as of the day and year first above written.

David Smith
David L. Smith, Substitute Trustee

State of Tennessee

County of Knox

On 8-25-2017 before me personally appeared, David L. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Substitute Trustee's Deed and acknowledged to me that he executed the same in his authorized capacity, for the purposes therein contained.

WITNESS my hand and official seal

Anita K. McCorkhill

My Commission Expires: 10-10-2020

ANITA K. McCORKHILL
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

To the best of the knowledge and belief of the undersigned, the Actual Consideration or Value for this transfer is $ 135,600.00 .

Shelton, Harrison & Pinson, PLLC

By: Vruti R. Patel
[Type in Name of Person Signing]
Vruti R Patel

Sworn to and subscribed before me this 31 day of August, 2017.

Notary Public

SYLVIA G VAZQUEZ
Notary Public, State of Texas
Comm. Expires 08-23-2019
Notary ID 12622927-7