Bill Garrett Davidson County
Batch# 2675 DEEDTRS
09/20/2017 01:34:41 PM 3 pgs
Fees: $18.00 Taxes: $174.27
20170920-0096459

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:13-054653
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated February 13, 2006, recorded in Instrument No. 20060406-0040019, in the Register's Office of Davidson County, Tennessee, Michael E. Goodner and Malisha Goodner conveyed to PRLAP, Inc., 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 Number 20140821-0076261, 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 August 11, 2017, August 18, 2017, August 25, 2017 by which advertisement the sale was appointed to be held on September 7, 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 Eric Sox & George Brandt 1/2 undivided interest each for the sum of $47,100.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Eric Sox & George Brandt 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 Eric Sox & George Brandt 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 Eric Sox & George Brandt 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:

BEING THE WEST 47 FEET OF LOT NO. 43 ON THE PLAN OF COBB'S SUBDIVISION OF LOT NO. 6, OF HARDING BOSLEY TRACT OF RECORD IN BOOK 161, PAGE 155, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT NO. 43 FRONTS 47 FEET ON THE SOUTHERLY SIDE OF SANTI AVENUE, FORMERLY ROSE STREET AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

Being that parcel of land conveyed to Michael Goodner and Malisha Goodner from Household Financial Center, Inc. by that deed dated 04/29/2005 and recorded 07/12/2005 in Instrument# 20050712-0080679 of the DAVIDSON County, TN Public Registry.

Re-recorded 09/12/2005 in Instrument# 20050912-0109547. Re-recorded to correct Notary.

R'S SUBDIVISIO
AGE 156, RF G

Tax Map Reference: 81-10-115

Y SIDE OF SAN
L LINES 150 FE

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20060406-0040019, in the Register's Office of Davidson County, Tennessee.

ponded from [illegible]ou

The last deed of record is Rerecorded Special Warranty Deed recorded at Instrument No. 200509120109547, 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 Eric Sox & George Brandt 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 Fourteenth day of September, 2017.

Shapiro & Ingle, LLP

By: _____
Megan Hawn Gilbert
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 14th day of September, 2017, 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, 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:
June 16, 2020

_____
Notary Public
Colleen K. DeMille

COLLEEN K. DeMILLE
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires June 16, 2020

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 $47,100.00, 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

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

_____
My commission expires:
June 16, 2020

_____
Notary Public
Colleen K. DeMille

COLLEEN K. DeMILLE
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires June 16, 2020

PROPERTY ADDRESS: 2509 Santi Avenue, Nashville, Tennessee 37208

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Eric Sox & George Brandt 1/2 undivided interest each
7051 hwy 70 South - 315
Nashville, TN 37221

S&I File #13-054653
Map & Parcel -081 10 0 115.00

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.