PREPARED BY AND RETURN TO:
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S&I:11-014222
Davidson COUNTY

Bill Garrett Davidson County
Batch# 19866 DEEDTRS
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20171031-0111705

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated March 10, 2006, recorded in Instrument No. 20060324-0034104, in the Register's Office of Davidson County, Tennessee, Marcus L. Ambrester, III and Jennilea B. Ambrester and Marcus LaRoy Ambrester, II conveyed to Ronald W. Sleigh, 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 No.: 20110218-0013835, 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 14, 2017 at 10:00 AM, at which time it was announced the sale adjournment to be held on October 26, 2017, 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 Wells Fargo Bank, NA for the sum of $145,962.97, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Wells Fargo Bank, NA, 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 Wells Fargo Bank, NA 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 Wells Fargo Bank, NA, his/her/their/its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Pegram, County of Davidson, State of Tennessee, to wit:

Land in Davidson County, Tennessee, Described as follows:

Tract 1:
Bounded on the North by Osteen, Bounded on the East by Thompson, Bounded the West by Loftis, Starting at a 4 ft. metal post located in the East line of the Turner property, also being the Northeast corner of the Osteen property as described in deed book 7455, Page 890, of the Register's Office of Davidson County, Tennessee thence, South 03 Deg. 47 Min. 01 Sec. West, 329.66 ft. to an iron pin being the point of beginning; thence along the same line 565.25 ft. to an iron pin in the East property line of Thompson; the Northeast corner of the Loftis property; thence South 89 Deg. 10 min. West, 309.15 ft. along the East line of the Loftis property to an iron pin being also in the right of way Old Pond Creek Road; thence along said right of way a curve left having a length of 105.72 ft., a radius of 214.97 ft. also a bearing of North 26 deg. 45 min. 51 sec. West, a chord distance of 104.66 ft. to an iron pin in said right of way; thence, North 38 deg. 00 min. 52. sec. West,

122.79 ft. along said right of way to an iron pin; thence with a curve right along said right of way having a length of 390.49 ft., a radius of 1042.83 ft. and a bearing of North 26 deg. 02 min. 18 sec. west, a chord 388.21 ft. to an iron pin in said right of way; thence along said right of way, north 14 deg. 50 min. 31 sec. West, 83.60 ft. to an iron pin in said right of way; thence leaving said right of way along the south property line of Osteen, South 85 deg. 33 min. 54 sec. East, 662.98 ft. back to the point of beginning, containing 6.85 acres, more or less, by survey of R.L. Montoya, Tennessee License No. 697.

Being part of the same property conveyed to Nancy L. Kuertz by Warranty Deed from Earl Loftis, unmarried, recorded November 10, 2004 in instrument no. 20041110-0135626, Register's Office for Davidson County, Tennessee.

Tract 2:
Land in the 8th Civil District of Davidson County, Tennessee, near Pond Creek, the same being a part of the east portion of a 52-acre tract originally owned by William R. Felts as surveyed by S.H. Hutchinson, October 24, 1950, described as follows: Beginning at a stone pile with large beech pointer in the North line of the Bennie Phillips' place, now onwed by Jim Randall, the same also being the East corner of the Eleanor Adams' place; thence with Randall's North line North 78 deg. East 54 poles to the center of Old Pond Creek Road; thence continuing on the same bearing 20 poles to a sassafras (now gone) in the West line of the Burl Johnson place; thence North 2 deg. West with Burl Johnson's West line 54 poles to a Dogwood in Johnson's West line, the same also being Arthur Williams' Southeast corner; thence with Williams' South line North 88 deg. West 40 poles to the middle of Old Pond Creek Road; thence with the middle of said road and it's meanders South 9 deg. west 12-1/2 poles; thence North 88 deg. West 28 poles to a small white oak in the east line of Adams' tract, South 1 Degree East 57.5 poles to the point of beginning, containing 25.85 acres, more or less.

Included in the aforesaid tract of land, but expressly excluded therefrom is a certain 5.17 acres tract of land having been previously conveyed by James Keeton, to John R. Osteen et ux by deed of record in book 7455, page 890, and tract 1 and tract 2 as described in a certain quit claim deed of record in book 8510, page 249, and also that 6.85 acre tract previously conveyed to Nancy L. Kuertz by deed of record in instrument number 20041110-0135626, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

The aforedescribed tract of land and exclusions therefrom being a tract of land consisting of 1.71 acres lying off of Old Pond Creek Road, Davidson County, Tennessee, also being known as Tax Map 100 Parcel 3.00.

Being part of the same property conveyed to Earl Loftis by Warranty Deed from Nellie Keeton Davidson, unmarried, recorded on the 19th Day of December, 1990 in Deed Book 8260, Page 499, in the Register's Office of Davidson County, Tennessee. Also being the same property conveyed to Nancy Rolfes by Quitclaim Deed filed for record on_____ as Instrument Number 20060228-0022964, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Grantor(s) by Deed recorded simultaneously herewith in Book_____, Page_____, or Instrument # 20060324-0034103, Register's Office for said County.

The grantor received title to the above-captioned real estate by Deed of Trust of record in strument No. 20060324-0034104, in the Register's Office of Davidson County, Tennessee.

The last deed of record is QuitClaim Deed recorded at Instrument No. 201505280048926, in the egister's Office for Davidson County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines and easements, State and ederal tax liens and any other matter of record. The Substitute Trustee does not warrant or guarantee any nounts 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 Wells Fargo Bank, NA, 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 Thirtieth day of October, 2017.

Shapiro & Ingle, LLP

By: _____

Megan Hawn Gilbert
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 30th day of October, 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: Notary Public
March 22, 2019 Star Benfield

STAR BENFIELD
NOTARY PUBLIC
Gaston County
North Carolina
My Commission Expires March 22, 2019

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 $145,962.97, 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

STAR BENFIELD
NOTARY PUBLIC
Gaston County
North Carolina
My Commission Expires March 22, 2019

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

_____ _____

My commission expires: Notary Public
March 22, 2019 Star Benfield

PROPERTY ADDRESS: 8296 Old Pond Creek Rd, Pegram, Tennessee 37143

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:

Wells Fargo Bank, NA
c/o Wells Fargo Bank, N.A.
3476 Stateview Blvd
MAC# X7801-013 (FC)
Fort Mill, South Carolina 29715

S&I File #11-014222
Map & Parcel -100 00 0 089.00

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