PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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Charlotte, NC 28216
(704)333-8107
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Bill Garrett Davidson County
Batch# 39623 DEEDTRS
12/20/2017 09:01:14 AM 3 pgs
Fees: $18.00 Taxes: $617.90
20171220-0129445

S&I:17-113598
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated November 17, 2006, recorded in Instrument No. 20061127-0145636, in the Register's Office of Davidson County, Tennessee, Hershel Gary Curfman and Lorene H. Curfman aka Thelma L. Curfman conveyed to Brandon G. Polito, 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 # 201710310111629, 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 November 10, 2017, November 17, 2017, November 24, 2017 by which advertisement the sale was appointed to be held on December 5, 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 James Deatrick Jr for the sum of $167,000.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, James Deatrick Jr, 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 James Deatrick Jr 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 James Deatrick Jr, his/her/their/its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Hermitage, County of Davidson, State of Tennessee, to wit:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN CITY OF HERMITAGE IN THE COUNTY OF DAVIDSON, AND STATE OF TN AND BEING DESCRIBED IN A DEED DATED 01/05/1976 AND RECORDED IN BOOK 4985 PAGE 436 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

BEING LOT NO. 83 ON THE PLAN OF HERMITAGE ESTATES, AS OF RECORD IN BOOK 3300, PAGES 70 AND 71, REGISTER'S OFFICE FOR SAID COUNTY, SAID LOT NO. 83 FRONTS 72 FEET ON THE WEST SIDE OF LUREE LANE, AND RUNS BACK 161.8 FEET ON THE NORTH LINE AND 144.6 FEET ON THE SOUTH LINE, TO A DEAD LINE IN THE REAR ON WHICH IT MEASURES 105.1 FEET. BEING THE SAME PROPERTY CONVEYED TO HERSHEL GARY CURFMAN AND LORENE H. CURFMAN, WIFE, FORM BOBBY RAY CURFMAN AND MARY S. CURFMAN, WIFE, IN DEED DATED JANUARY 6, 1976 AND RECORDED JANUARY 6, 1976, IN BOOK 4985, PAGE 436, DAVIDSON COUNTY RECORDS.

AMHJHJGKGMHJBLFPGOCKGK
ALMCPIPCPMJOLEHEKNPHJK
AMOJODMFAIAJDOGIXBIGCK
ALIPDLJGPHMKJGCGNIEOFK
ALPGDAGJGNMBGJ/BODBOCK
DLLDLDLLLDLDLDDLLLLDDL

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20061127-0145636, in the Register's Office of Davidson County, Tennessee.

The last deed of record is 4985/436, 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 James Deatrick Jr, 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 Twelfth day of December, 2017.

Shapiro & Ingle, LLP

By: _____
Megan Hawn Gilbert
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 12th day of December, 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:
August 2, 2021

_____
Notary Public
Matthew Hill

MATTHEW HILL
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires August 2, 2021

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 $167,000.00, 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:
August 2, 2021

_____
Notary Public
Matthew Hill

MATTHEW HILL
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires August 2, 2021

PROPERTY ADDRESS: 8233 Luree Ln, Hermitage, Tennessee 37076

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
James Deatrick Jr
1285 N Mt. Juliet Road
Mount Juliet, TN 37122

S&I File #17-113598
Map & Parcel -075 10 0 060.00

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.