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:13-049664
Davidson COUNTY

Bill Garrett Davidson County
Batch# 79723 **DEEDTRS**
04/11/2018 10:21:59 AM 3 pgs
Fees: $18.00 Taxes: $468.89

20180411-0034038

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated May 21, 2010, recorded in Instrument No. 201006010041967; and modified by agreement recorded March 28, 2017 at Instrument # 201703280030080, in the Register's Office of Davidson County, Tennessee, Danetta Mitchell conveyed to Tristar Title and Escrow, LLC, 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 # 201608110083593, 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 March 9, 2018, March 16, 2018, March 23, 2018 by which advertisement the sale was appointed to be held on April 4, 2018, at the Davidson County Courthouse, South Main door, One Public Square, Nashville, Tennessee, at 1:00 PM; 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 1 PUBLIC HOMES LLC for the sum of $126,725.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, 1 PUBLIC HOMES LLC, 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 1 PUBLIC HOMES LLC 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 1 PUBLIC HOMES LLC, his/her/their/its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Antioch, County of Davidson, State of Tennessee, to wit:

Being all of Unit No.6, on the plan of First Revision, Rivendell Woods, Phase III, according to plat and survey appearing of record in Instrument Number 20080912-0093614, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being the same property conveyed to Danetta Mitchell, unmarried, by deed from South Properties, Inc., a Tennessee Corporation, dated May 21, 2010, appearing of record in Instrument Number 20100601-0041966, of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Declaration of Covenants, Restrictions and Conditions contained in instrument of record in Instrument Number 20081021-0105622; By-Laws of record in Instrument Number 20081021-0105622; Easement for Sanitary Sewer and/or Storm Drainage of record in Instrument Number 20070522-0061016, and in Book 9487, page 908; Easement Columbia Gulf Transmission Company of record in Book 4215, page 632; Stormwater Detention

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Agreement of record in Instrument Number 20031104-0161896, and in Instrument Number 20070430-0050483; Ingress/Egress Easement to Family Cemetery as set out of record in Instrument Number 20040702-0079201; One Hundred Fifty Foot Tennessee Valley Authority Easement as set out of record in Instrument Number 20040702-0079201; Located in existing One Hundred Year Flood plain; and to any and all matters shown on said plat and survey of record in Instrument Number 20080912-0093614; all of said Register's Office.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 201006010041967; and modified by agreement recorded March 28, 2017 at Instrument # 201703280030080, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded in Instrument 201006010041966, 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 1 PUBLIC HOMES LLC, 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 Ninth day of April, 2018.

Shapiro & Ingle, LLP

By:_____
Jonathan Davis
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 9th day of April, 2018, before me, a Notary Public, in and for said State and County, personally appeared Jonathan Davis, 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.

LESLIE B WOLF
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires February 21, 2021

_____
My commission expires:
February 21, 2021

_____
Notary Public
Leslie B. Wolf

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 $126,725.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Jonathan Davis
Affiant - Agent

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

LESLIE B WOLF
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires February 21, 2021

_____
My commission expires:
February 21, 2021

_____
Notary Public
Leslie B. Wolf

PROPERTY ADDRESS: 5484 Hickory Park Drive, Antioch, Tennessee 37013

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
1 PUBLIC HOMES LLC
7051 HWY 70 SOUTH SUITE 315
37221

S&I File #13-049664
Map & Parcel -174 01 0B 006.00

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.