PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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S&I:17-113440
Davidson COUNTY

Bill Garrett Davidson County
Batch# 100627 DEEDTRS
06/05/2018 11:20:30 AM 3 pgs
Fees: $18.00 Taxes: $2,682.50
20180605-0053679

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated February 9, 2007, recorded in Instrument No. 200702210021213, in the Register's Office of Davidson County, Tennessee, Susan S. Fuller and Ross Nelson Fuller conveyed to Larry N. Westbrook, Esq., 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 # 201712110126246, 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 December 15, 2017, December 22, 2017, December 29, 2017 by which advertisement the sale was appointed to be held on January 9, 2018 at 11:00 AM, at which time it was announced the sale adjournment to be held on March 12, 2018 at 11:00 AM, at which time it was announced the sale was further adjourned to be held on May 17, 2018 at 11:00 AM, at which time it was announced the sale was further adjourned to be held on June 1, 2018, at the south main door, Davidson County Courthouse, Metro Courthouse, 1 Public Square, Nashville, Tennessee, at 11:00 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 PHH Mortgage Corporation for the sum of $725,000.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, PHH Mortgage Corporation, 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. For value received, PHH Mortgage Corporation has assigned all its interest in the sale to EverBank, his/her/their/its successors and assigns.

NOW, THEREFORE, in consideration of the premises and the payment by PHH Mortgage Corporation 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 EverBank, 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:

LAND in Davidson County, Tennessee, being Lot No. 48, on the Plan of Revised Plan of Sugartree Phase 2, as shown on plat of record in Plat Book 4860, page 79 and 80 and amended in Book 5017, page 563, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Susan S. Fuller in Instrument 20030106-0001924 recorded 1/6/2003, Register's Office for Davidson County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 200702210021213, in the Register's Office of Davidson County, Tennessee.

The last deed of record is 201607080070106, 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 EverBank, 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 Fourth day of June, 2018.

Shapiro & Ingle, LLP

By: _____
Megan Hawn Gilbert
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 4th day of June, 2018, 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.

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 $725,000.00, 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.

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: 48 East Concord Pk, Nashville, Tennessee 37205

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
PHH Mortgage Corporation
1 Mortgage Way
Mount Laurel, New Jersey 08054

S&I File #17-113440
Map & Parcel -116 08 0B 048.00

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, Patty Smith, 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 and authenticated to law.

Signature

State of North Carolina

County of Mecklenburg

Personally, appeared before me, Star Benfield, a notary public for this county and state, Patty Smith 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 22, 2019

Notary Seal (if on paper)

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