PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
10130 Perimeter Parkway
Suite 400
Charlotte, NC 28216
(704)333-8107
Fax (704)333-8156

Karen Y Johnson Davidson County
Batch# 144769 DEEDTRS
09/25/2018 12:21:27 PM 3 pgs
Fees: $18.00 Taxes: $827.32
20180925-0094891

S&I:17-112002
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated March 31, 2010, recorded in Instrument No. 20100406002543 8, in the Register's Office of Davidson County, Tennessee, Reginald J. Johnson and Chantelle M. Johnson conveyed to Andrew C. Rambo, 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# 20170626-0063866, 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 10, 2018, August 17, 2018, August 24, 2018 by which advertisement the sale was appointed to be held on September 13, 2018, 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 1 PUBLIC HOMES LLC for the sum of $223,600.00, 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 Lot No. 68, on the Plan of Final Plat, Cluster Lot Development, Rivendell Woods, Phase I, Section III, according to plat and survey; appearing of record in Instrument Number 20080220-0016770, 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 Reginald J. Johnson and Chantelle M. Johnson, husband and wife, by deed from Ole South Properties, Inc., a Tennessee Corporation, dated March 31, 2010, appearing of record in Instrument Number 20100406-0025437 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 20070607-0068416, and amended in Instrument Number 20080722-0074876; By-Laws of record in Instrument Number 20070607-0068416, and amended in Instrument Number 20080722-007 4876; Easement for Sanitary Sewer

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ALIPDLJGOFPFBLOJDFOKHK
ALPGOBGDMAMCCEFDECAPCK
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and/or Storm Drainage of record in Book 9487, page 908, and in Instrument Number20070522-0061016; Easement to Columbia Gulf Transmission Company of record in Book 4215, page 632;, Storm Water Detention Agreement of record in Instrument Number 20031104-0161896, and in Instrument Number 20070430-0050843; Ingress/Egress Easement to Family Cemetery as set out of record in Instrument Number 20040702-00079201; One Hundred Fifty Foot Tennessee Valley Authority Easement as set out of record in Instrument Number 20040702-0079201; Proposed One Hundred Year Flood plain running through rear portion of said lot; Charter of Rivendell Woods Townhomes Homeowners Association of record in Instrument Number 20081031-01 08933; and to any and all matters shown on said plat and survey of record in Instrument Number 20080220-0016770; 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. 201004060025438, in the Register's Office of Davidson County, Tennessee.

The last deed of record is 201004060025437, 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 Seventeenth day of September, 2018.

Shapiro & Ingle, LLP

By:_____
Jonathan Davis
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 17th day of September, 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.

PATTY SMITH
NOTARY PUBLIC
Stanly County
North Carolina
My Commission Expires March 26, 2023

My commission expires
March 26, 2023

Notary Public
Patty Smith

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 $223,600.00, 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.

PATTY SMITH
NOTARY PUBLIC
Stanly County
North Carolina
My Commission Expires March 26, 2023

My commission expires
March 26, 2023

Notary Public
Patty Smith

PROPERTY ADDRESS: 5619 Hickory Park Dr, Antioch, Tennessee 37013

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
1 PUBLIC HOMES LLC
5133 HARDING PIKE STE B10 #185
Nashville, TN 37205

S&I File #17-112002
Map & Parcel -174 01 0A 039.00

RETURN TO:
1 Public Homes LLC
5133 Harding Pike Ste B10
Nashville, TN 37205
PREPARER'S NOTE: IT IS THE GRANTEE'S RESPONSIBILITY TO RECORD THIS INSTRUMENT. FAILURE TO DO SO MAY ADVERSELY AFFECT TITLE OR INTEREST.