PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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Karen Johnson Davidson County
Batch# 187003 DEEDTRS
01/23/2019 09:20:28 AM 3 pgs
Fees: $18.00 Taxes: $525.77
20190123-0006465

S&I:18-117261
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated September 25, 2009, recorded in Instrument No. 200910070093298; and modified by agreement recorded July 28, 2014 at Instrument # 201407280066845 and also corrected by affidavit recorded December 21, 2009 at Instrument # 200912210115751, in the Register's Office of Davidson County, Tennessee, Jean Caroline Deceuninck and Jerry Deceuninck conveyed to Smith, Sholar, Associates, PLLC, 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. 20181211-0120269, 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 14, 2018, December 21, 2018, December 28, 2018 by which advertisement the sale was appointed to be held on January 10, 2019, 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 Daryl Spicer for the sum of $142,100.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Daryl Spicer, 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 Daryl Spicer 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 Daryl Spicer, 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 in Davidson County, Tennessee, being Lot No. 560 on the plan of HERMITAGE HILLS, SECTION 5, as shown by plat of record in plat of record in Plat Book 3300, Page 1 and 2, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Said Lot No. 560 fronts 80 feet on the southerly side of Plantation Drive and extends back 146.8 feet on the westerly line and 150.1 feet on the easterly line to a dead line, measuring 80 feet thereon.

BEING the same property conveyed to Caroline P. Eakes and Herman E. Eakes, wife and husband from James H. Walker and wife, Mary P. Walker, by Deed dated June 16, 1966, in Book 4026, Page 410 in the Register's Office for Davidson County, Tennessee.

AMHJHJGKHMHJBLFPHNEJGK
ALMCPLKBDAJOLEHEDKHJLK
AMOJODMFAIAJAMLGNFEGCK
APIPDLJGNEFJCGMGLICCBK
ALPGAAGDCFEDJFBHIKPKGK
DLLDDLDLLDLDLDLLLLLDDL

Herman E. Eakes has since died, vesting sole ownership in Caroline P. Eakes as surviving tenant by the entirety. Caroline P. Eakes having since married and is now known as Jean Caroline DeCeuninck.

Jerry DeCeuninck joins in this conveyance for the purpose of conveying any interest he or she may have in said property, particularly marital interest.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 200910070093298; and modified by agreement recorded July 28, 2014 at Instrument # 201407280066845 and also corrected by affidavit recorded December 21, 2009 at Instrument # 200912210115751, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded at Book 4026, Page 410, 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 Daryl Spicer, 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 Sixteenth day of January, 2019.

Shapiro & Ingle, LLP

By: _____
Samantha Kelley
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 16th day of January, 2019, before me, a Notary Public, in and for said State and County, personally appeared Samantha Kelley, 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:
March 26, 2023

LORI ZAMMIT
NOTARY PUBLIC
Iredell County
North Carolina
My Commission Expires March 26, 2023

_____
Notary Public
Lori Zammit

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 $142,100.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Samantha Kelley
Affiant - Agent

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

_____
My commission expires:
March 26, 2023

LORI ZAMMIT
NOTARY PUBLIC
Iredell County
North Carolina
My Commission Expires March 26, 2023

_____
Notary Public
Lori Zammit

PROPERTY ADDRESS: 3919 Plantation Dr, Hermitage, Tennessee 37076

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Daryl Spicer
2009 Kimberly Dr
Mount Juliet, TN 37122

S&I File #18-117261
Map & Parcel -075 09 0 054.00

RETURN TO: Daryl Spicer
2007 Kimberly DR
MT. Juliet, TN 37122

PREPARER'S NOTE: IT IS THE GRANTEE'S RESPONSIBILITY TO RECORD THIS INSTRUMENT. FAILURE TO DO SO MAY ADVERSELY AFFECT TITLE OR INTEREST.