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

Karen Johnson Davidson County
Batch# 204897 **DEEDTRS**
03/12/2019 12:35:17 PM 2 pgs
Fees: $13.00 Taxes: $693.75
20190312-0022593

S&I:19-117454
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated December 14, 2006, recorded in Instrument No. 200612210157051, in the Register's Office of Davidson County, Tennessee, Kenneth D. Hardy and Elizabeth Bumpass conveyed to Southern Land Title and Escrow Inc., 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. 20190108-0001894, 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 January 11, 2019, January 18, 2019, January 25, 2019 by which advertisement the sale was appointed to be held on February 12, 2019 at 10:00 AM, at which time it was announced the sale adjournment to be held on February 27, 2019, 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 CH & CH, LLC for the sum of $187,500.00, that being the highest and best bid offered; and,

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

Land in Davidson County, Tennessee, being Lot No. 3, on the Plan of Cobblestone Creek Phase One of record as Instrument Number 20040804-0093431, said Register's Office, to which reference is hereby made for a more complete description.

Being the same property conveyed to Kenneth D. Hardy and Elizabeth M. Bumpas, as joint tenants with right of survivorship, and not as tenants in common by warranty deed from Andrea D. Stratton, unmarried of record in Instrument No. 200612210157050, said Register's Office.

The said Elizabeth M. Bumpas is and the same as Elizabeth Bumpas.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 200612210157051, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed at Instrument # 200612210157050, 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.

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AEPGCBNLGMAAMADGMLEGK
DLLDDDDLLDLDLDDLLLLDDL

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 CH & CH, 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 Sixth day of March, 2019.

Shapiro & Ingle, LLP

By: _____
Samantha Kelley
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 6th day of March, 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 22, 2019

_____
Notary Public
Star Benfield

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

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 $187,500.00, 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 22, 2019

_____
Notary Public
Star Benfield

PROPERTY ADDRESS: 5013 Cobblestone Creek Dr, Whites Creek, Tennessee 37189

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
CH & CH, LLC
5133 HARDING PIKE SUITE 610 # 185
Nashville, TN 37205

S&I File #19-117454
Map & Parcel -041 01 0A 003.00

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

RETURN TO:

_____

_____

_____

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