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

Karen Johnson Davidson County
Batch# 208385 DEEDTRS
03/21/2019 12:09:28 PM 2 pgs
Fees: $13.00 Taxes: $296.74
20190321-0025809

S&I:19-117579
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated March 30, 2007, recorded in Instrument No. 20070409-0041873, in the Register's Office of Davidson County, Tennessee, Neil Dismore and Christina Dismore conveyed to Elite Title, 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. 20190125-0007662, 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 February 1, 2019, February 8, 2019, February 15, 2019 by which advertisement the sale was appointed to be held on March 7, 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 Les Lazarus for the sum of $80,200.00, that being the highest and best bid offered; and,

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

A certain tract or parcel of located in County, Tennessee, described as follows to-wit:

A certain tract or parcel of land in the 9th Civil District of Davidson County, Tennessee, described according to a survey by Hickerson and Smith, Engineers, date July 1, 1965.

Beginning at a point in the center of Old Charlotte Pike, which is the N. W. corner of the tract conveyed to Joe A. Mann, Trustee, with full power to convey without the joinder of any beneficiary, by deed from Marguerite L. Railey Wesver, a widow, of record in Book 3795, Page 469, Register's Office for Davidson County, Tennessee, thence North 75 deg. 45 deg. 45' E 152 feet to a point; thence North 82 deg. 30' E 238 feet to a point; thence South 17 deg. W 280 feet to a point; thence South 33 deg. W 460 feet to a point; thence North 88 deg. W 260 feet to a point; thence North 19 deg. E 607 feet to the point of beginning.

Being the same property conveyed to Joel S. Duncan and wife, Cynthia J. Duncan, by Warranty Deed, from Sadie R. Pullum, now being Sadie R. Tibbs and husband, Marvin L. Tibbs, of record in Book 7920 , Page 832, Register's Office for Davidson County, Tennessee, date August 21, 1989 and recorded August 23, 1989.

Being the same property conveyed to Neil Dismore and wife, Christina Dismore from Joel S. Duncan and Cynthia J. Duncan, both unmarried, dated March 30, 2007, recorded 4/9/07, Book 20070409, Page 0041872, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to any and all zoning regulations, building restrictions, setback lines, if any, easements and rights for public utilities applicable to this property. Taxes for the current year have been prorated and are assumed by the Grantee(s) herein.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20070409-0041873, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed recorded at Instrument # 200704090041872, in the Register's Office for Davidson County, Tennessee.

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AMDJOODMFAIAJCPMDLNKFCK
ALIPDLJGOEMEFMGKKDGGCHK
ALPGCDNHMKAMLKHJKHFLGK
DLLDDLDLLDLDDLDLLLDDL

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 Les Lazarus, 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 Twelfth day of March, 2019.

Shapiro & Ingle, LLP

By: _____
Samantha Kelley
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 12th 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:
February 21, 2021

_____
Notary Public
Leslie B. Wolf

LESLIE B WOLF
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires February 21 [illegible]

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 $80,200.00, 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.

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: 8517 Old Charlotte Pike, Pegram, Tennessee 37143

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Les Lazarus
3213 Toddway Court
Nashville, TN 37214

S&I File #19-117579
Map & Parcel -112 00 0 076.00

RETURN TO:
Les Lazarus
3213 Toddway ct
Nashville Tn 37214

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