PREPARED BY AND RETURN TO:
Shapiro & Ingle, LLP
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Charlotte, NC 28216
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Karen Johnson Davidson County
Batch# 312678 DEEDTRS
11/07/2019 09:17:09 AM 3 pgs
Fees: $18.00 Taxes: $866.17
20191107-0114986

S&I:19-119119
Davidson COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated January 5, 2009, recorded in Instrument No. 20090120-0004595, in the Register's Office of Davidson County, Tennessee, Theresa F. Embry conveyed to Elite Title Company, LLC, 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 20190924-0096976, 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 September 27, 2019, October 4, 2019, October 11, 2019 by which advertisement the sale was appointed to be held on October 31, 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 CH & CH, LLC for the sum of $234,100.00, 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 Nashville, County of Davidson, State of Tennessee, to wit:

A certain tract or parcel of located in Davidson County, Tennessee, described as follows to-wit:
A certain condominium apartment in Davidson County, State of Tennessee, described as follows to-wit;
Unit NO. F-406, together with the Carport designated as NO f-406 in River Plantation Section 4, A condominium, Horizontal Property Regime, located on Todd Preis Drive, Nashville, Davidson, County, Tennessee, as shown on the plat of River Plantation, Section Four, Condominium Apartments, recoded in Book 486, pages 17, 18, and 19 of the Registe's Office for Davidson County, Tennessee, as amended in Book 4860, pages 107,108, and 109. Register's Office for said County, described in a Master Deed recorded in Book 4892, page 440 amended in Book 4956, page 756, Instrument Number 2005128-0010626 and supplemental and amended in Instrument Number 20050602-0062760 of the Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easement restrictive covenants, conditions and regulations imposed upon a relating to the property, apartments, co- owners, and tenants of River Plantation, Section Four, Condominium Apartment's, contained in the Mater Deed and the By-Laws appended thereto incorporated in this deed by reference and made a part hereof the same as though copied herein

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument No. 20090120-0004595, in the Register's Office of Davidson County, Tennessee.

The last deed of record is 20080611-0060303, 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 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 Fourth day of November, 2019.

Shapiro & Ingle, LLP

By: _____
Whitney Maxwell
Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 4th day of November, 2019, before me, a Notary Public, in and for said State and County, personally appeared Whitney Maxwell, 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, 2021

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 $234,100.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Whitney Maxwell
Affiant - Agent

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

_____
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, 2021

PROPERTY ADDRESS: 942 Todd Preis Dr Unit F406, Nashville, Tennessee 37221

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
CH & CH, LLC
7051 Highway 70 South, #315
Nashville, TN 37221

S&I File #19-119119
Map & Parcel -142 05 0C 064.00

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.