Bill Garrett Davidson County
Batch# 12810 DEEDTRS
10/12/2017 11:41:40 AM 4 pgs
Fees: $23.00 Taxes: $2,479.00
20171012-0104662

FILE NO.: 16-08312

THIS INSTRUMENT PREPARED BY:
BROCK & SCOTT, PLLC
4360 Chamblee Dunwoody Road, Ste 310
Atlanta, GA 30341

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, George W. Hussey and Rommey E. Hussey conveyed to T. Michael Logan as Trustee for the benefit of SunTrust Bank, the hereinafter described property for the purpose of securing payment of the indebtedness and performance of the obligations therein mentioned and set forth in a Deed of Trust dated November 18, 2002 and recorded on December 3, 2002 in Instrument No. 20021203-0148741, in the Office of the Register of Deeds of Davidson County, Tennessee, and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to **SunTrust Bank**; and

WHEREAS, SunTrust Bank, being the holder of the debt secured, appointed the undersigned as Substitute Trustee by instrument of record in Instrument No. 20160519-0050269 in the Office of the Register of Deeds of Davidson County, Tennessee; and

WHEREAS, default has been made in the payment of said indebtedness and the performance of said obligations thereby secured to be paid and performed, and the holder of said Deed of Trust requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust: and

WHEREAS, the property was advertised for sale in conformity with the laws of Tennessee and the terms and provisions of said Deed of Trust on August 17, 2017, August 24, 2017, and August 31, 2017; and

WHEREAS, if the original sale date was postponed, such sale was postponed in accordance with the provisions of T.C.A. 35-5-101(f), and all announcements and notifications were made as required therein, and

WHEREAS, at the time and place mentioned in referenced advertisement the undersigned's agent, offered said property for sale at public outcry at the Davidson County Courthouse on September 12, 2017 at 10:00AM to the highest and best bidder for cash, at which sale S. Ben Jumper And Katie H. Jumper, being the best, highest and last bidder, became the purchaser of said property at and for the sum of $670,000.00; and

WHEREAS, S. Ben Jumper and Katie H. Jumper has complied with the terms of sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance of the purchase price being credited on the indebtedness secured by said Deed of Trust; and

NOW, THEREFORE, in consideration of the premises and of payment by S. Ben Jumper and Katie H. Jumper as aforesaid, of the said sum of money, receipt of which payment is hereby acknowledged, Brock & Scott, PLLC, as Substitute Trustee, does hereby grant, bargain, sell and convey unto, its/his/her successors and assigns, in fee simple forever, the following described real property situated in the County of Davidson, State of Tennessee:

Two (2) tracts of land lying in the 10th Civil District of Davidson County, Tennessee, being the Hollis L. (chief) Wright Property, described according to a drawing by Stanford and Associates, Inc., Franklin, Tennessee, dated _____, 1973, as follows:

Tract 1:

Beginning at a spike in the center of Lickton Pike, the same being a common corner with Joe S. Chandler and the most southeasterly corner of this Tract; thence, leaving Lickton Pike and following a fence line circumscribing the Wright Property; North 84 deg. West 264 feet to a point; thence North 85 deg. West 370 feet to a point; thence North 68 deg. West 289 feet to a point; thence North 59 deg. 45' West 620 feet to a point; thence North 46 deg. 15' West 424 feet to a point; thence North 39 deg. 45' West 393 feet to a point; thence North 24 deg. 45' West 1863 feet to a point; thence South 74 deg. West 440 feet to a point; thence South 76 deg. West 483 feet to a point; thence North 4 deg. West 313.5 feet to a point; thence North 17 deg. West 231 feet to a point; thence North 43 deg. West 232 feet to a point; thence North 27 deg. East 528 feet to a point; thence North 15 deg. West 198 feet to a point; thence North 33 deg. West 166 feet to a point; thence North 55 deg. West 330 feet to a point; thence North 20 deg. West 495 feet to a point; thence North 40 deg. 30' West 247 feet to a point; thence North 7 deg. 30' West 392 feet to a point; thence North 23 deg. West 297 feet to a point; thence North 48 deg. West 173 feet to a point; thence North 15 deg. West 178.2 feet to a point; thence, continuing along the fence line and following it in an easterly direction, 2145 feet to a point; thence South 3 deg. 30' West 70 feet to a point; thence South 33 deg. East 162 feet to a point; thence South 19 deg. 30' East 226 feet to a point; thence South 3 deg. 30' East 225 feet to a point; thence South 4 deg. 15' East 230 feet to a point; thence South 1 deg. 15' East 206 feet to a point; thence South 12 deg. 30' East 136 feet to a point; thence South 29 deg. 30' East 144 feet to a point; thence South 61 deg. 30' East 206 feet to a point; thence South 74 deg. 30' East 176 feet to a point; thence South 15 deg. East 135 feet to a point; thence North 86 deg. 30' West 190 feet to a point; thence South 17 deg. 35' West 990 feet to a point; thence South 45 deg. 30' West 124 feet to a point; thence South 71 deg. 30' West 135.5 feet to a point; thence, leaving said fence line and running along the common boundary of Tract Nos. 1 and 2, South 30 deg. East 460 feet to a point; thence South 49 deg. 30' East 199.4 feet to a point; thence South 31 deg. 45' East 400 feet to a point; thence South 36 deg. 40' East 1510 feet to a point; thence South 46 deg. 15' East 430 feet to a point; thence South 83 deg. 13' East 889 feet to a spike in the center of Lickton Pike; thence, along the center of Lickton Pike, South 7 deg. 50' West 371 feet to the point of beginning and containing 164.17 acres, more or less.

Tract 2:

Beginning at a spike in the center of Lickton Pike, the same being common corner with Tracts Nos. 1 and 2; thence along the common boundary of Tracts Nos. 1 and 2, North 83, deg. 13' West 889 feet to a point; thence North 46 deg. 15' West 430 feet to a point; thence North 36 deg. 40' West 1510 feet to a point; thence North 31 deg. 45' West 400 feet to a point; thence North 49 deg. 30' West 199.4 feet to a

STATE OF GEORGIA
COUNTY OF DEKALB

Before me, a Notary Public in the State and County aforementioned personally appeared Patrick Taggart, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be an Attorney of Brock & Scott, the within named bargainor a PLLC, and that such person as such Attorney executed the forgoing instrument for the purpose therein contained by signing the name of the PLLC by such person as Attorney.

WITNESS my hand and Notarial Seal the day and year above written.

Notary Public

My Commission Expires: June 19 2021

DEANNA BARBER NOTARY PUBLIC DEKALB COUNTY, GEORGIA

STATE OF GEORGIA
COUNTY OF DEKALB

I hereby swear or affirm that to the best of my knowledge, belief and information, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $670,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Patrick Taggart - as Agent

Subscribed and sworn to before me on this 5th day of October, 2017.

Notary Public

My Commission Expires: June 19 2021

DEANNA BARBER NOTARY PUBLIC DEKALB COUNTY, GEORGIA

Brock & Scott File No.: 16-08312
Property Address: 4722 Lickton Pike, Whites Creek, TN 37189
Tax Parcel I.D. No.: 031 00 0 029.00
Property Owner and Tax Notices:
S. Ben Jumper And Katie H. Jumper
4798 Lickton Pike
Whites Creek, TN 37189

point; thence North 30 deg. West 460 feet to a point on a fence line; thence following said fence line, North 71 deg. 30' East 135.5 feet to a point; thence North 45 deg. 30 ' East 124 feet to a point; thence South 24 deg. East 132 feet to a point; thence South 36 deg. 30' East 1208.4 feet to a point; thence South 69 deg. 30' East 330 feet to a point; thence South 37 deg. 45' East 376.9 feet to a point; thence South 12 deg. East 220 feet to a point; thence South 1 deg. East 107 feet to a point; thence South 11 deg. West 127.5 feet to a point; thence South 36 deg. 45' West 100 feet to a point; thence South 53 deg. 15' East 316.3 feet to a point; thence South 30 deg. 15' East 234.2 feet to a point; thence South 84 deg. 30' East 887.5 feet to a spike in the center of Lickton Pike, common corner with Roy Binkler, thence, along the center of Lickton Pike, South 7 deg. 50' West 200 feet to the point of beginning, and containing 22.37 acres, more or less.

Being the same property conveyed to George W. Hussey by deed from Col-Cot Corporation of record in Book 4895, Page 181, Register's Office for Davidson County, Tennessee, and conveyed to George W. Hussey by Quitclaim deed from Retha Lamar Hussey, of record in Davidson County, Tennessee, Register's Office for Davidson County, Tennessee, pursuant to the terms of a Divorce Decree and Property Settlement Agreement in the Probate for Davidson County, Tennessee, styled Retha Lamar Hussey Vs. George William Hussey, bearing Civil Action No. 85D-1084. The said Retha Lamar Hussey and Retha F. Hussey being on and the same person.

The said George W. Hussey having since married.

Rommey E. Hussey, spouse of George W. Hussey, joins in this conveyance for the express purpose of relinquishing all marital right she may have in subject property, but she is in no way obligated for repayment of the indebtedness secured by this Deed of Trust.

Property commonly known as: 4722 Lickton Pike, Whites Creek, TN 37189.

THIS CONVEYANCE IS SUBJECT TO any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Deed of Trust.

The Property is conveyed AS IS, WHERE IS, without representations or warranties of any kind whatsoever, where express or implied. Without limiting the foregoing THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

IN TESTIMONY WHEREOF, **Attorney Patrick Taggart** of Brock & Scott, PLLC as Trustee, has hereunto set his hand, this 5th day of October, 2017.

Brock & Scott, PLLC

By: _____
Brock & Scott, PLLC
Patrick Taggart
Substitute Trustee