Name and address of new owner:
Habitat for Humanity of Greater Nashville
414 Harding Place, Ste 100
Nashville, TN 37211

Send Tax Bills:
Habitat for Humanity of Greater Nashville
414 Harding Place, Ste 100
Nashville, TN 37211

Prepared by:
David G. Mangum
Attorney at Law
2303 8th Avenue South
Nashville, TN 37204

Bill Garrett Davidson County
Batch# 40957 DEEDTRS
12/22/2017 03:10:30 PM 4 pgs
Fees: $22.00 Taxes: $0.00
20171222-0130791

MAP/GROUP/PARCEL: 059 08 0 A 113.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, under a Deed of Trust dated May 9, 2013, of record at Instrument No.: 20130514-0048517, Register's Office, Davidson County, Tennessee, **Marla Edwards**, conveyed to Lillian R. Gilmer, Trustee, the hereinafter described property to secure the therein mentioned indebtedness to Habitat for Humanity of Greater Nashville; and,

WHEREAS, by instrument recorded at Instrument No.: 20131220-0128612, said Register's Office, the lawful owner and holder of the indebtedness described in and secured by the aforementioned Deed of Trust, nominated and appointed David G. Mangum as Substitute Trustee; and

WHEREAS, default having been made in the terms, conditions, and payments made and provided for in said Deed of Trust, and the lawful owner and holder of said indebtedness having declared the entire debt and interest due and payable; and

WHEREAS, the lawful owner and holder of said indebtedness having requested David G. Mangum, Substitute Trustee, to sell said property in satisfaction of the indebtedness; and

WHEREAS, I, David G. Mangum, Substitute Trustee, did give 21 days notice of the time, place and terms of the sale by an advertisement in three weekly publications in *The Davidson AM*, a newspaper published in Davidson County, Tennessee, said advertisement appearing in the editions of said newspaper under the dates of December 1, December 8 and December 15, 2017 stating that on **Friday, December 22, 2017 at Noon** in the hallway just outside the Davidson County Register of Deeds Office located inside the Bridgestone Arena, 501 Broadway, Downtown Nashville, Tennessee said property hereinafter described would be sold to the best and highest bidder for cash at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions which are expressly waived in said Deed of Trust, but subject to any and all unpaid real estate taxes; and

WHEREAS, I, David G. Mangum, Substitute Trustee, did comply with Tennessee Code Annotated, Section 35-5-101, and as amended by Title 35-5-117, House Bill 3588, enacted by the General Assembly of the State of Tennessee on April 12, 2010 and effective on or after July 1, 2010 in regards to "owner-occupied" property.

WHEREAS, on said date at the time and place stated in said advertisement, and on said terms, I, David G. Mangum, Substitute Trustee, offered said property for sale at public outcry and sold said property to **Habitat for Humanity of Greater Nashville**, its successors and assigns for **$18,906.09**, which amount was the highest, best, and last bid.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE SUM of the highest, best, and last bid, as set out above, cash in hand paid, the receipt of which is hereby acknowledged, I, **David G. Mangum, Substitute Trustee**, do hereby bargain and sell, and by these presents transfer and convey unto the said **Habitat for Humanity of Greater Nashville**, (hereinafter referred to as Grantee), its successors and assigns, the following described property, to wit:

LAND in Davidson County, Tennessee, being Lot(s) 113, as shown on the map entitled Park Preserve, A Cluster Lot PUD (Phase 1A), of record as Instrument No. 20110520-0038893, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

DEED REFERENCE:
BEING the same property conveyed to Marla Edwards, an unmarried person by deed from Habitat for Humanity of Greater Nashville of record in 20130514-0048513, said Register's Office. Nashville Area Habitat for Humanity, Inc. changed its name to Habitat for Humanity of Greater Nashville, as evidenced by Articles of Amendment to the Charter of record as Instrument No. 20120222-0015552, said Register's Office.

This property is sold SUBJECT to a first mortgage in favor of Habitat for Humanity of Greater Nashville in the original principal amount of $94,027.00, of record in 20130514-0048514 and assigned to Tennessee Housing Development Agency of record in 20130514-0048515 and SUBJECT to a second mortgage in favor of Habitat for Humanity of Greater Nashville in the original principal amount of $20,000.00 of record in 20130514-0048516, said Register's Office, as well as SUBJECT to all existing easements, setback lines and restrictions of record in the said Register's Office, including but not limited to, all matters on the Plan of record in 20110520-0038893; and Restrictive Covenants of record in 20100122-005684, amended in 20100316-0019840, 20101027-0086058, and 20151223-0129073; and Stormwater Detention Agreement of record in 20030926-0142818, and Landscape Agreement of record in 20031027-0157840, and Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in 20090422-0036276, said Register's Office.

MAP/PARCEL: 059 08 0 A 113.00
PROPERTY ADDRESS: 3005 Gwynnwood Drive, Nashville, TN 37207, as shown on the tax maps of Assessor of Property for Davidson County, TN.

This sale is subject to any and all unpaid real estate taxes; restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all prior liens or encumbrances against said real property. Said sale is further subject to matters that an accurate survey of the property might disclose.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title, and interest thereto belonging to said Grantee, its successors and assigns forever, but subject to said real estate taxes and aforementioned Deed of Trust.

And I do further transfer and assign unto the said Grantee all the rights and benefits of the covenants and warranties in said Deed of Trust in as full and ample manner as under it, I can or should do, but I convey and assign as Trustee and not any further or otherwise.

WITNESS my hand on this the 22nd day of December 2017.

David G. Mangum, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, David G. Mangum, Substitute Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 22nd day of December 2017.

Notary Public

KELLIE RILEY
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires: 10-20-2019

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is **$18,906.09**.

Affiant

Subscribed and sworn before me, this 22nd day of December 2017.

Notary Public

KELLIE RILEY
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires: 10-20-2019

DGM File #72317

True Copy Certification

I, David G. Mangum, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Kellie Riley, a notary public for this county and state, David G. Mangum who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 10/20/2019

Notary' Seal (if on paper)

KELLIE RILEY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY