Davidson County
DEEDTRS
05/10/2018 01:53:49 PM 3 pgs
Fees: $18.00 Taxes: $1,110.00
20180510-0044974

SEND TAX BILLS TO AND
NEW PROPERTY OWNER IS:
Aubrey L. Hiam
265 Hunters Lane
Hendersonville, TN 37075

THIS INSTRUMENT PREPARED BY
KELLY & SMITH
LAW OFFICES
GALLATIN, TENNESSEE 37066

Map and Parcel 61.07-48.00

TRUSTEE'S DEED

THIS INSTRUMENT made and entered into on this the 10th day of May, 2018 by and between PHILIP KELLY, SUBSTITUTE TRUSTEE, PARTY OF THE FIRST PART, and AUBREY L. HIAM AND DENISE R. HIAM, CO-TRUSTEES OF THE HIAM FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED APRIL 22, 2013, PARTY OF THE SECOND PART;

WITNESSETH:

WHEREAS, RLMS, LLC by a Deed of Trust dated the 6th day of October, 2016, and of record as Instrument No. 20161012-0108044 in the Register's Office of Davidson County, Tennessee, conveyed to DEANIE L. GREGORY, Trustee, an interest in and to the hereinafter described property to secure the payment of a Promissory Note described in said Deed of Trust, which Note is presently held and owned by AUBREY L. HIAM AND DENISE R. HIAM, CO-TRUSTEES OF THE HIAM FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED APRIL 22, 2013; and

WHEREAS, by Appointment of Substitute Trustee dated January 22, 2018 and of record as Instrument No. 20180208-0012593, Register's Office of Davidson County, Tennessee, Philip Kelly was appointed as Substitute Trustee; and

WHEREAS, demand has been made for the payment of the aforesaid Note secured by the above-described Deed of Trust which Note is in default; and

WHEREAS, AUBREY L. HIAM AND DENISE R. HIAM, CO-TRUSTEES OF THE HIAM FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED APRIL 22, 2013, the owners and holders of said note has demanded that the property be advertised and sold in satisfaction of said indebtedness including the costs of foreclosure, in accordance with the terms of said Note and of the Deed of Trust; and

WHEREAS, default was made in the payment of said note, holder thereof having directed the PARTY OF THE FIRST PART to sell said property as provided by said trust deed; the PARTY OF THE FIRST PART, did, by publication in THE TENNESSEAN/DAVIDSON advertise said property to be sold on this date, and pursuant to said publication, on this date, during legal hours, the PARTY OF THE FIRST PART offered said property for sale on the premises, after receiving competitive bids, sold said property to, AUBREY L. HIAM AND DENISE R. HIAM, CO-TRUSTEES OF THE HIAM FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED APRIL 22, 2013, their successors and assigns, at the sum of THREE HUNDRED THOUSAND AND NO /100 ($300,000.00) DOLLARS, this being the highest, last and best bid.

NOW, THEREFORE, THIS DEED WITNESSETH: THAT FOR AND IN CONSIDERATION of the sum of THREE HUNDRED THOUSAND AND NO /100 ($300,000.00), cash in hand paid, the receipt of which is hereby acknowledged, the PARTY OF THE FIRST PART has this day bargained and sold and does hereby sell, transfer and convey unto his/their heirs/successors and assigns, the following described tract or parcel of land situated in Davidson County, Tennessee, as follows:

> BEING Lot 4 and 5 of Block "H" on the map of Broadmoor Section Two, as of record in Book 547 page 174, in the Register's Office of Davidson County, Tennessee.
>
> Said Lots 4 and 5 fronts 125 feet on the westerly side of Gallatin Road and runs back between parallel lines along the southerly margin of Maiquin Drive, 165 feet to a dead line.
>
> Being the same property conveyed to RMLS, LLC by deed from

Luis Del Mazo, Sr. and wife, Cathy G. Clark by deed dated October 6, 2016 and of record as Instrument No. 20161012-0108043, Register's Office of Davidson County, Tennessee. By Quitclaim Deed of record as Instrument No. 20180105-000143, said Register's Office, RLMS, LLC quitclaimed said property to Ideal Solutions, LLC.

The address of the above described property is 4605 Gallatin Road, Nashville, Tennessee 37216.

TO HAVE AND TO HOLD the above described lot or parcel of land, together with all the improvements thereon and the appurtenances thereunto belonging, unto the said GRANTEE, his/her/their heirs/ successors and assigns, in fee simple forever, and in bar of all right or equity or redemption.

AND PARTY OF THE FIRST PART as TRUSTEE, does hereby transfer, assign, and set over unto the PARTY OF THE SECOND PART all of the covenants and warranties contained in the aforesaid deed of trust and does hereby warrant the title as fully as he is authorized to do as TRUSTEE, but no further or otherwise. Subject to any and all unpaid taxes that may be a lien against the property and any and all other liens or other rights which take priority over the Deed of Trust upon which this foreclosure sale is had.

WITNESS my hand this the 10th day of May, 2018.

PHILIP KELLY, SUBSTITUTE TRUSTEE

STATE OF TENNESSEE

COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named PHILIP KELLY, SUBSTITUTE TRUSTEE, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office on this the 10th day of May, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-21-20

VICKI GRANTHAM
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires 04-21-2020

OATH

STATE OF TENNESSEE

COUNTY OF SUMNER

I, or We, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $300,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

SUBSCRIBED and sworn to before me, this the 10 day of May, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-21-20

