3832 Clarksville Pike, Nashville, Tennessee

Karen Y Johnson Davidson County
Batch# 177162 DEEDTRS
12/21/2018 12:07:20 PM 3 pgs
Fees: $18.00 Taxes: $984.20
20181221-0124430

This Instrument Prepared By:
David M. Smythe, Esq.
**Smythe Huff & Hayden, PC**
1222 16th Avenue South
Suite 301
Nashville, Tennessee 37212
(615) 255-4849

# SUBSTITUTE TRUSTEE'S DEED

| Address New Owner(s) As Follows: | Send Tax Bills To: | Map-Parcel Nos. |
|---|---|---|
| Shirzad Etemadi<br>1110 General McArthur Drive<br>Brentwood, Tennessee 37027-6607 | Same | Map No. 69<br>Parcel 21.00 |

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $266,000.00.

Affiant

Subscribed and sworn to before me, this 21st day of December, 2018.

Notary Public

My Commission Expires: January 8, 2019

SHELLEY L. ORR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

WHEREAS, by Deed of Trust dated February 28, 2003 of record in Instrument No. 20030529-0072716, Register's office for Davidson County, Tennessee, John Elmore Taylor and wife, Sheila Taylor, conveyed to FMLS, Inc., Trustee, the hereinafter described real property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, the Deed of Trust was modified pursuant to a certain Deed of Trust Modification, Amendment, Extension and Renewal Agreement dated February 24, 2005, of record in Instrument No. 20050321-0030199, said Register's Office, Davidson County, Tennessee; and

WHEREAS, FMLS, Inc. resigned as Trustee under Deed of Trust; and David M. Smythe was appointed as Substitute Trustee pursuant to a certain Appointment of Substitute Trustee of record in Instrument No.20170306-0022003, said Register's Office, Davidson County, Tennessee; and

WHEREAS, on February 22, 2018, Regions Bank timely commenced a Davidson County Chancery Court suit in case no. 18-202-I seeking declaratory relief, judicial foreclosure and other related relief and per a Default Judgment Order entered on November 28, 2018, the suit was declared to have been timely filed to preserve the ten (10) year mortgage lien statute of limitations described therein; that the Bank's Deed of Trust lien constituted a first lien on the property; and that the Bank was entitled to judicially foreclose its Deed of Trust pursuant to the power of sale provisions in its Deed of Trust. A copy of this Default Judgment was recorded on December 4, 2018 in Instrument No. 20181204-0118133.

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary 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 of said beneficiary, the said property was advertised for sale in conformity with the terms and provisions of said Deed of Trust and such ad appeared in The Nashville Ledger newspaper on November 23, 2013, November 30, 2018 and lastly on December 7, 2018; and

WHEREAS, pursuant to the Notice of Sale, the foreclosure sale was appointed to be held on December 14, 2018, at 10:00 o'clock a.m. at the South front entrance of the Davidson County Courthouse, Court Square, Nashville, Tennessee; and

WHEREAS, pursuant to the Notice of Sale, undersigned announced the foreclosure sale of the property and read the Notice of Sale to all present at which time, pursuant to the sale notice, undersigned adjourned the foreclosure sale from the Courthouse until approximately 11:00 a.m. at which time undersigned reconvened the sale at the secured property location of 3832 Clarksville Pike, Nashville, Tennessee, and after further announcements were made to all bidders present, the sale was continued and bidding for the property took place, at which time the property was sold to Shirzad Etemadi, being the highest and best bidder who became the purchaser of said property at and for the sum of Two Hundred Sixty-Six Thousand and no $100^{ths}$ ($266,000.00).

NOW, THEREFORE, in consideration of the premises, and the said purchase price bid and paid, undersigned, as the Substitute Trustee, does hereby grant, bargain, sell, transfer, and convey unto Shirzad Etemadi, the following real estate:

> Land in Davidson County, Tennessee, being Lot No. 2 on Final Plat, Section One, Cathcart Subdivision, of record in Book 6900, page 645, Register's Office for said County, to which plan reference is hereby made for a more complete and detailed description of said lot.
>
> Being the same property conveyed to John Elmore Taylor and wife, Sheila E. Taylor, by deed of record in Book 9108, page 312, Register's Office for Davidson County, Tennessee; but expressly excluding a certain .05 acre tract (2,154 sq. ft.) conveyed by Condemnation Order to the State of Tennessee per a Judgment and Final Decree filed on August 2, 2018 of record in Instrument No. 20180802-0076002, said Register's Order, which Judgment and Final Decree also conveyed to the State of Tennessee a certain temporary easement for construction of slopes (1,286 sq. ft.), which easement will terminate upon completion of a certain roadway expansion project by the State.

to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances therein and thereunto belonging and appertaining, in fee simple forever and free from the statutory right of redemption, homestead, elective share and all other exemptions of every kind in the Makers of said Deed of Trust and all persons claiming through and under said Makers.

This is improved property with a mailing and street address of 3832 Clarksville Pike, Nashville, Tennessee.

UNDERSIGNED, as Substitute Trustee, does hereby transfer and assigns over unto Shirzad Etemadi, his successors and assigns, all of the covenants or warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Substitute Trustee, but no further or otherwise. Undersigned makes no warranties as to condition, location or set back of improvements on the property. The property is subject to all easements or restrictions of record in the Register's Office. This conveyance is also subject to such priority tax liens and prior encumbrances as may appear of record, as well as all ad valorem property taxes which may be of record or applicable to said property.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, undersigned has hereunto set his hand ~~and~~ seal, this 21st day of December, 2018.

David M. Smythe, Substitute Trustee

**STATE OF TENNESSEE )**
**COUNTY OF DAVIDSON )**

Personally appeared before me, Shelley L. Orr, a Notary Public in and for the said county and State, the within named bargainor, David M. Smythe, Substitute Trustee, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 21st day of December, 2018.

Notary Public

My Commission Expires:

January 8, 2019

SHELLEY L. ORR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY