Karen Johnson Davidson County
Batch# 276132 DEEDTRS
08/23/2019 03:39:30 PM 3 pgs
Fees: $18.00 Taxes: $2,146.00
20190823-0085193

Prepared by:
Andy Maloney, Attorney-at-law
2818 Bransford Avenue
Nashville, TN 37204

ADDRESS OF NEW OWNER:
Justin N. Cutler
600 12th Avenue S. #402
Nashville, TN 37203

SEND TAX BILL:
SAME

MAP & PARCEL:
091-10-0F-001.00-CO
091-10-0F-002.00-CO

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Astercor Group, LLC, by Deed of Trust dated January 26, 2017, of record at Instrument Number 20180130-0009281, Register's Office for Davidson County, Tennessee, securing Justin Cutler, ("Deed of Trust"), conveyed to C. Loy Carney, Trustee, the hereinafter described real property to secure the payment of a certain indebtedness, etc. ("Indebtedness") as described in said Deed of Trust; and

WHEREAS, Andy Maloney of Davidson County has been appointed Substitute Trustee by Justin Cutler, the owner and holder of the Indebtedness, of record in Instrument Number 20190821-0084141, Register's Office for Davidson County, Tennessee, with authority to act under the powers given the Trustee under the Deed of Trust and be applicable law; and

WHEREAS, defaults under the Indebtedness secured by the Deed of Trust have occurred; and

WHEREAS, the owner and holder of said Indebtedness has demanded that the real property be advertised and sold in satisfaction of said Indebtedness and the cost of said foreclosure, in accordance with the terms, conditions and provisions of the loan documents and the Deed of Trust;

WHEREAS, the Substitute Trustee, after due advertisement as required by law and as required be the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry at Friday, August 23, 2019, at 12:00 p.m. o'clock, prevailing time, Register of Deeds office at the Bridgestone Arena, Nashville, Tennessee, when and where **Justin N. Cutler** (hereinafter the Grantee) became the last and highest bidder for cash at a price of **Five Hundred Eighty thousand and NO/100 Dollars ($580,000.00).**

NOW, THEREFORE, in his capacity as Substitute Trustee, and not otherwise, and in consideration of the premises and payment of the sum state above, the receipt and sufficiency of which are acknowledged, **Andy Maloney, as Substitute Trustee** (and not otherwise) does hereby convey the Property to the Grantee and the Grantee's heirs, successors and assigns, certain property situated in Davidson County, Tennessee, described as follows, to-wit:

Units A and B, 518 Snyder Cottages, a Horizontal Property Regime with Private Elements, as established under Declaration of Covenants, Conditions, and Restrictions of record in Instrument Number 20150821-0084468, Register's Office for Davidson County, Tennessee, to which Declaration of Covenants, Conditions, and Restrictions reference is hereby made for a more particular description of said units.

ALSO DESCRIBED AS:

Being part of Lot No. 10 on the Plan of the B.P. Cockrill Farm Subdivision, as shown on plat of record in Book 161, page 134 and 135, in the Register's Office for Davidson County, Tennessee, and being further described as follows:

Beginning in the center of Foster Avenue, 149.4 feet north of the northwest corner of the property conveyed to Ira B. Hooper and wife, by deed from W.A. Galley and wife of record in Book 1036, page 69; of said Register's Office; thence with the center of said Avenue, northwardly 50 feet; thence south 69 ¾ degs east 350 feet to the westerly line of Lot No. 8; thence with said, south 20 ¼ degs west 50 feet; thence north 69 ¾ degs west 350 to the beginning.

Being part of the same property to Astercor Group, LLC by deed from Ruth Shearon, of record in Instrument Number 20150313-0021645, Register's Office for Davidson County, Tennessee.

The property is known as 518 A&B Snyder Avenue, Nashville, TN 37209.

TO HAVE AND TO HOLD said Property in as full and complete manner as the undersigned, in his capacity as Substitute Trustee, and not otherwise, has the power to convey the same.

Andy Maloney, as Substitute Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under him, but no further to or to any greater extent. The Property is sold AS IS, WHERE IS AND WITH ALL FAULTS, and without any representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MECHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. The Substitute Trustee will make no covenant of seisen, marketability of title or warranty of title, express or implied.

THIS conveyance is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments (plus penalties. interest and costs) which exists as a lien against the said Property; any restrictive covenants, easements or setback lines that may be applicable; any rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any and all prior deeds of trusts, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection sad accurate survey of the property might disclose.

Whenever used, the singular shall mean the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand on this 23rd day of August, 2019.

Andy Maloney, as Substitute Trustee,
and not otherwise

STATE OF TN

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said State and County duly commissioned and qualified, the within named Andy Maloney, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that he is the appointed Substitute Trustee under the Deed of Trust and as such Substitute Trustee is authorized to execute this instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of August, 2019.

Notary Public

My Commission Expires: 9-20-2022

CARL E DUNPHY II
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

STATE OF TN

COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $580,000.00.

AFFIANT

Sworn and subscribed before me this 23rd day of August, 2019.

Notary Public

My Commission Expires: 9-20-2022

CARL E DUNPHY II
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

I, Andy Maloney, 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 TN
County of Davidson

Personally appeared before me, Laura Jane Shoun, a notary public for this county and state, Andy Maloney, who acknowledges that this certificate of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My commission expires: 9-20-2022

CARL E DUNPHY II
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY