This instrument prepared by:
ERIKA R. BARNES
STITES & HARBISON PLLC
SUITE 800
400 COMMERCE STREET
NASHVILLE, TN 37219

Karen Johnson Davidson County
Batch# 288769 DEEDTRS
09/20/2019 09:51:28 AM 4 pgs
Fees: $23.00 Taxes: $632.70
20190920-0095679

Address New Owner as follows:	**Send Tax Bills To:**	**Map and Parcel No.:**
Harris Properties, LLC 1225 Davidson Road Nashville, TN 37205	Harris Properties, LLC 1225 Davidson Road Nashville, TN 37205	081-07-0-545.00; 08-107-4O-00100 CO, Unit A and 08-107-4O-00200 CO, Unit B

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 19th day of September, 2019, by Erika R. Barnes, Successor Trustee ("Successor Trustee").

WHEREAS, by *Commercial Construction Deed of Trust* dated December 28, 2018, recorded in Instrument No. 20181231-0126076, as amended by Scrivener's Affidavit recorded in Instrument No. 20190311-0021687, (together, the "Deed of Trust"), in the Register's Office of Davidson County, Tennessee (the "Register's Office"), PICHOSLAP DEVELOPMENT COMPANY, LLC, a Tennessee Limited Liability Company (the "Grantor"), conveyed to Ashley P. Hill, III, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Franklin Synergy Bank (the "Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender appointed Erika R. Barnes to serve as Successor Trustee in place of Ashely P. Hill, III, Trustee, by instrument of record as Instrument No.20190812-0080300, Register's Office for Davidson County, Tennessee, in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The Tennessean* that the Property (defined below) would be sold at 11:15 a.m. prevailing Central time on Monday, September 16, 2019, at the Davidson County Courthouse, One Public Square,

Nashville, TN 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on August 23, 2019, August 30, 2019, and September 6, 2019; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 11:15 a.m. Central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to HARRIS PROPERTIES, LLC, a Tennessee limited liability company, in response to its bid at the price of One Hundred Seventy-One Thousand and 00/00 Dollars ($171,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Erika R. Barnes, Successor Trustee as aforesaid, in consideration of the premises and the sum of $171,000.00, by these presents do transfer and convey unto HARRIS PROPERTIES, LLC, a Tennessee limited liability company, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Unit Nos. A and B, as shown on the plan entitled Declaration of Covenants, Conditions and Restrictions for 1824 10th Ave North Townhomes, of record in Instrument No. 20190426-0038405, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.
>
> Being a portion of the same property conveyed to PICHOSLAP DEVELOPMENT COMPANY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deed from HUBERT PRATER, a one-half undivided interest and JIMMY RAY PRATER, a one-half undivided interest, of record in Instrument No. 20180911-0089804, dated September 4, 2018, said Register's Office.
>
> Further being a portion of the same property conveyed to 1824 10TH AVE DEVELOPMENT, A JOINT VENTURE, by quitclaim deed from PICHOSLAP DEVELOPMENT COMPANY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, of record in Instrument No. 20190114-0003509, dated January 11, 2019, said Register's Office.

The Property is improved property known as 1824 10th Avenue North, Nashville, TN 37208.

This conveyance is in bar of the statutory right and any equity of redemption, and all other rights and exemptions of every kind, all of which are expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an **AS IS, WHERE IS** condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. Without limiting the foregoing, **SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS")**. Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting this Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.
2. Matters shown on the Plan of record in Plat Book 332, Page 82, said Register's Office.
3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Instrument No. 20190426-0038405, said Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental

agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

Erika R. Barnes

ERIKA R. BARNES,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Denise M. Laumeyer, a Notary Public of the State and County aforesaid, personally appeared ERIKA R. BARNES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of September, 2019

Denise M. Laumeyer

Notary Public
My commission expires: 1/6/2020

DENISE M. LAUMEYER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JAN. 6, 2020

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is One Hundred Seventy-One Thousand ($171,000.00).

Erika R. Barnes

Affiant

Subscribed and sworn to before me
this the 19th day of September, 2019.

Denise M. Laumeyer

Notary Public

My commission expires: 1/6/2020

DENISE M. LAUMEYER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JAN. 6, 2020