Name and address of new owner:
Edward Swenson
Joyce Swenson
1497 Kellywood Drive
Brentwood, TN 37027

Send Tax Bills:
Edward Swenson
Joyce Swenson
1497 Kellywood Drive
Brentwood, TN 37027

Karen Johnson Davidson County
Batch# 309674 DEEDTRS
11/01/2019 12:08:55 PM 3 pgs
Fees: $18.00 Taxes: $1,568.09
20191101-0112723

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

MAP/GROUP/PARCEL: 061110A00200CO

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, under a Deed of Trust dated May 10, 2018, of record at Instrument No.: 20180510-0045081, Register's Office, Davidson County, Tennessee, **Brandon Greer and wife, Jennifer Greer**, conveyed to Donald R. Barrett, Jr. of Williamson County, Tennessee, Trustee, the hereinafter described property to secure the therein mentioned indebtedness to Edward Swenson and wife Joyce Swenson; and,

WHEREAS, by instrument recorded at Instrument No.: 20191004-0101645, 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 October 11, October 18 and October 25, 2019 stating that on **Friday, November 1, 2019 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 **Edward Swenson and Joyce Swenson**, its successors and assigns for **$423,807.25**, 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 **Edward Swenson and Joyce Swenson**, (hereinafter referred to as Grantee), its successors and assigns, the following described property, to wit:

A certain townhome located in Davidson County, Tennessee, being Unit No. B of 1107 McAlpine Commons, a Townhouse Planned Development (Horizontal Property Regime with Private Elements), Townhome Development established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, under the Declaration of Protective Covenants, Conditions and Restrictions establishing 1107 McAlpine Commons, a Townhouse Planned Unit Development (Horizontal Property Regime with Private Elements) of record in Instrument Number 20160513-0048169, in the Register's Office for Davidson County, Tennessee, and subject to the provisions and requirements thereof, and the By-Laws for the administration thereof, and all easements, rights and interest in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereof; said Unit being depicted as Exhibit "B" to said – Declaration; together with a percentage interest in the common elements and voting percentage as set for in Exhibit "C" to said Declaration.

DEED REFERENCE:
Being the same property conveyed to Brandon Greer and wife, Jennifer Greer by Warranty Deed from Edward Swenson and Joyce Swenson, husband and wife, of record in Instrument No. 20180510-0045080, in the Register's Office for Davidson County, Tennessee.

This description was taken from the deed of trust being foreclosed on of record at Instrument No. 20180510-0045081, said Register's Office.

MAP/GROUP/PARCEL: 061110A00200CO
PROPERTY ADDRESS: 1109 McAlpine Avenue, Nashville, TN 37216 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 1st day of November 2019.

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 1st day of November 2019.

Notary Public

KELLIE RILEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 10-02-2023

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is **$423,807.25**.

Affiant

Subscribed and sworn before me, this 1st day of November, 2019.

Notary Public

KELLIE RILEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 10-02-2023

DGM File #75418