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

Karen Johnson Davidson County
Batch# 314896 DEEDTRS
11/13/2019 11:20:42 AM 4 pgs
Fees: $23.00 Taxes: $1,609.50
20191113-0116996

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel No.:
Franklin Synergy Bank 722 Columbia Avenue Franklin, TN 37064	Franklin Synergy Bank 722 Columbia Avenue Franklin, TN 37064	**10406011800**

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 13th day of November, 2019, by Erika R. Barnes, Successor Trustee ("Successor Trustee").

WHEREAS, by *Commercial Construction Deed of Trust* dated November 16, 2018, recorded in Instrument No. 20181120-0114281 (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.20190812-0080299, 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 11:00 a.m. prevailing Central time on Friday, November 1, 2019, at the Davidson County Courthouse, One Public Square, Nashville, TN 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 11, October 18 and October 25, 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 11:00 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 FRANKLIN SYNERGY BANK in response to its bid at the price of Four Hundred Thirty-Five Thousand and 00/00 Dollars ($435,000.00), this being the highest, last and best bid, which was a credit bid (the "Credit Bid").

NOW, THEREFORE, I, Erika R. Barnes, Successor Trustee, in exchange for the Credit Bid, by these presents do transfer and convey unto FRANKLIN SYNERGY BANK, 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 the Westerly 20 feet front and 5 feet rear of Lot No. 95 and the Easterly part of Lot No. 96 on the Plan of Bransford Realty Company's West End Heights of record in Plat Book 332, Page 124 and 125, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to PICHOSLAP DEVELOPMENT, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deed of record in Instrument No. 201811200114280, said Register's Office.

The Property is improved property known as 3316 Acklen Avenue, Nashville, TN 37212.

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. Tennessee Deed Of Trust, Assignment Of Leases and Rents and Security Agreement Option And Right Of First Refusal Of Record As Instrument No. 201806260061651, Register's Office.

3. Plan of record in Plat Book 332, Page 124, Register's Office.

4. Plan of record in Plat Book 332, Page 125, 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 13th day of November, 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 Four Hundred Thirty-Five Thousand and 00/00 Dollars ($435,000.00).

Erika R. Barnes
Affiant

Subscribed and sworn to before me
this the 13th day of November, 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