Karen Johnson Davidson County
Batch# 316470 DEEDTRS
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Fees: $23.00 Taxes: $760.35
20191115-0118213

Prepared By and Returnable to:

BURR & FORMAN LLP (CTH)
222 Second Avenue South, Suite 2000
Nashville, Tennessee 37201

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
7051 hwy 70 South 315 Nashville TN 37221	SAME	117-15-0-A-023.00 CO

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust, dated December 21, 2016, executed by Audrey Anne Korshoff to Robert McKinley Smith, Trustee, of record Instrument No. 20161222-0134968, Register's Office for Davidson County, Tennessee, as modified and amended by that certain Modification of Deed of Trust, dated December 27, 2017, of record in Instrument Number 20180109-0002566, said Register's Office (collectively, the "Deed of Trust"); and

WHEREAS, Robert McKinley Smith, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming C. Tucker Herndon and Gregory G. Vick, as Substitute Trustees by an instrument of record in Instrument No. 20191014-0105016, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, C. Tucker Herndon, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 2:00 o'clock p.m., prevailing time on Friday, November 15, 2019, at the Front Door of the Davidson County Courthouse, Public Square, Nashville, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, C. Tucker Herndon, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Two Hundred Five Thousand and 00/100 Dollars ($~~205,000.00~~) by ~~Envision~~ 1 Public Homes, LLC, a Tennessee limited liability company (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Two Hundred Five Thousand and 00/100 Dollars ($~~205,000.00~~) cash in hand paid by the Buyer, C. Tucker Herndon, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its successors and assigns, the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

Map/Parcel Number: 117-15-0-A-023.00 CO

Land in Davidson County, Tennessee, being all of Unit No. TH-F-3 (also known as V-11), Green Hills Terrace, of record in Plat Book 5200, page 64, a Horizontal Property Regime, filed as Exhibit "A" to and established by the Master Deed and Bylaws filed for record in Book 5304, page 702, said Master Deed and Bylaws were amended of record in Book 7841, page 557, said Bylaws were amended of record in Book 9830, page 181, in the Register's Office for Davidson County, Tennessee, together with an undivided percentage interest in the common areas/elements appurtenant to said Unit as set forth in the Master Deed and Bylaws, reference to which is hereby made for a more complete and detailed description of the Unit and the Condominium, the rights and obligations of the Declarant and the Unit Owners, and the Bylaws of the Association of Owners.

Being the same property conveyed to Audrey Korshoff from JDJ Nashville, LLC, by Warranty Deed of record in Instrument No. 20151006-0101885, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 1900 Richard Jones Road, Unit V-11, Nashville, Davidson County, Tennessee, but such address is not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its/their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS 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 SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 15th day of November, 2019.

Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of this county, C. Tucker Herndon, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 15th day of November, 2019

Kristie Putman

NOTARY PUBLIC

KRISTIE PUTMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: May 5, 2020

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $205,500 ~~$205,000.00~~.

AFFIANT

Subscribed and sworn before me on 15th day of November, 2019.

Kristie Putman

NOTARY PUBLIC

KRISTIE PUTMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: May 5, 2020