Karen Johnson Davidson County
Batch# 330925 DEEDTRS
12/17/2019 01:58:32 PM 4 pgs
Fees: $23.00 Taxes: $1,835.50
20191217-0130207

Prepared by and return to:
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Attn.: Erno D. Lindner, Esq.
633Chestnut Street, Suite 1900
Chattanooga, Tennessee 37450

Address of New Owner:	**Send Tax Bills to:**	**Map and Parcel No.:**
Central Penn Capital Management, LLC c/o Lawrence Jacobs 1817 Olde Homestead Lane, Suite 101 Lancaster, PA 17601	Central Penn Capital Management, LLC c/o Lawrence Jacobs 1817 Olde Homestead Lane, Suite 101 Lancaster, PA 17601	065-13-0-065.00

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 17th day of December, 2019, by Erno D. Lindner, not individually but as successor trustee.

WHEREAS, Synergy Real Estate Holdings, LLC, a Tennessee limited liability company ("Borrower") conveyed to Jack F. Stringham II, as Trustee, real property in Davidson County, Tennessee, for the benefit of Bank of Nashville, a div Synovus Bank, by Deed of Trust, Security Agreement and Financing Statement dated July 15, 2016, recorded July 19, 2016 as Instrument Number 20160719-0074114 in the Register's Office of Davidson County, Tennessee (the "Deed of Trust"), to secure payment and performance of the debt described therein; and

WHEREAS, Central Penn Capital Management, LLC, a Pennsylvania limited liability company ("Lender") is the owner and holder of the indebtedness secured by the Deed of Trust (the "Debt") pursuant to Assignment of Note and Other Loan Documents dated March 27, 2019 from Synovus Bank, a Georgia banking corporation, f/k/a The Bank of Nashville, division of Synovus Bank, f/k/a Columbus Bank and Trust Company, as successor in interest through name change and by merger with The Bank of Nashville, recorded May 1, 2019 as Instrument Number 20190501-0040238 in said Register's Office; and

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

WHEREAS, by instrument recorded as Instrument Number 20191009-0103400 in said Register's Office, Lender, as such owner, holder and beneficiary, appointed Erno D. Lindner as Substitute Trustee ("Successor Trustee"), to act in the place and stead of the Trustee named in the Deed of Trust; and

WHEREAS, Lender directed Successor Trustee to sell the Property as provided in the Deed of Trust, and Successor Trustee caused notice to be published in *The Tennessean Davidson Wilson* that the Property would be sold on December 17, 2019 at 12:00 p.m. Central Time at the main entrance of the Davidson County Courthouse in Nashville, Tennessee, such foreclosure notice appearing in said newspaper on November 22, November 29, and December 6, 2019; and

WHEREAS, said sale was made subject to prior liens and encumbrances of record, including liens of real estate taxes, and any applicable restrictions, building liens, and easements; and

WHEREAS, Lender has complied with the notice provisions of 26 U.S.C. § 7425(c) and Reg. §§ 301.7425-1, T.C.A. §§ 50-7-404(i)(2)(B) and 67-1-1433(b)(2), and Tennessee Department of Revenue Rule 1320-2-1-.35 to the extent applicable; and

WHEREAS, Successor Trustee or a representative of him appeared at the main entrance of the Davidson County Courthouse in Nashville, Tennessee on December 17, 2019, at 12:00 p.m. Central Time and offered the Property for sale, and after opening the floor for competitive bids, the highest and best bid for said property was then and there made on behalf of Central Penn Capital Management, LLC in the amount of Four Hundred Ninety-Six Thousand Eighty and no/100 Dollars ($496,080.00) for said property, which bid was then and there accepted by Erno D. Lindner as Successor Trustee.

NOW, THEREFORE, for the consideration named, and for and in consideration of the compliance with the terms of said bid, the undersigned, Erno D. Lindner, as Successor Trustee, has bargained and sold, and does by these presents bargain, sell and convey unto CENTRAL PENN CAPITAL MANAGEMENT, LLC ("Grantee"), the property advertised and sold as hereinabove recited, and more particularly described and situated in the State of Tennessee, Marion County, and is described as follows:

Land situated and lying in the 4th Civil District of Davidson County, Tennessee, bound and described as follows, to wit:

Beginning at an iron pin on the northerly right-of-way of Lebanon Road, said point being 141.0 feet east of the easterly right-of-way of Big Horn Drive; thence leaving Lebanon Road, North 12 degrees 27 minutes West, 245.97 feet to a concrete monument, said point being the southeast corner of Sherwood Forest Subdivision, Section One, Book 4175, page 153, Register's Office for Davidson County, Tennessee; thence with said subdivision, North 12 degrees 25 minutes West, 54.03 feet to an iron pin; thence with subdivision, North 72 degrees 07 minutes East, 277.00 feet to an iron pin; thence leaving said subdivision, North 72 degrees 07 minutes East, 277.00 feet to an iron pin; thence with the line between subject tract and property of Agnes George, South 03 degrees 21 minutes East, 310.00 feet to an iron pin on the northerly right-of-way of Lebanon Road; thence with same, South 72 degrees 26 minutes West, 227.67 feet to the point of beginning.

Included in the above description but expressly excluded therefrom is a tract of land conveyed to the State of Tennessee for purposes of a roadway, by deed dated January 27, 1995, and of record in Book 9589, page 217, Register's Office for Davidson County, Tennessee.

Subject to governmental zoning and subdivision ordinances or regulations in effect thereon.

Being the same property conveyed to Synergy Real Estate Holdings, LLC by deed from Wendell Ethridge as Trustee of the Trust Agreement dated May 30, 2008 of record at Instrument Number 20160719-0074113, Register's Office for Davidson County, Tennessee.

Said property is located at 4815 Lebanon Pike, Hermitage, Tennessee 37076, and is designated as Parcel Number 065-13-0-065.00; however, such address or designation is not a part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD, unto Grantee, its successors and/or assigns, the same together with all hereditaments and appurtenances belonging or appertaining thereto, free from all rights of homestead, dower, equity of redemption and the statutory right of redemption in Tennessee Code Annotated §66-8-101, but each of these only to the extent that they have been waived in the Deed of Trust and further SUBJECT to the following:

(1) Any unpaid taxes against the property; and

(2) Any recorded easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and

(3) Any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect; and

(4) Any prior or superior liens, judgment, deeds of trust or other interests of record.

The undersigned Grantor, as Successor Trustee, believes the title hereby conveyed to be good except for prior liens of record, including without limitation those described hereinabove, and including any prior liens for taxes, and any applicable restrictions, building lines and easements, but warrants same against the lawful claims of all persons claiming by, through and under a conveyance from the undersigned as Substitute Trustee, under the provisions of the above described Deed of Trust, AND NO FURTHER OR OTHERWISE.

[CONTINUED ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the said Erno D. Lindner, as Successor Trustee, has hereunto set his hand as of the 17th day of December, 2019.

Erno D. Lindner, not individually but as
Successor Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Erno D. Lindner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name, not individually but as Successor Trustee.

Witness my hand and seal this 17th day of December, 2019.

Notary Public
My Commission expires:

J. NORWOOD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 7, 2020

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $496,080.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me
this 17th day of December, 2019.

Notary Public
My Commission Expires:

J. NORWOOD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 7, 2020