Karen Johnson Davidson County
Batch# 375066 DEEDTRS
03/19/2020 03:32:16 PM 3 pgs
Fees: $18.00 Taxes: $707.07
20200319-0030536

PREPARED BY:
James E. Albertelli, P.A. d/b/a ALAW
401 Commerce Street, Suite 150
Nashville, TN 37219
File No.: 19-019794

PROPERTY ADDRESS: 512 Yellowstone Court, Antioch, TN 37013

MAP/PARCEL NUMBER: 175-04-0A-089.00

PREPARER'S NOTE: IT IS THE GRANTEE'S RESPONSIBILITY TO RECORD THIS INSTRUMENT. FAILURE TO DO SO MAY ADVERSELY AFFECT TITLE OR INTEREST.

RESPONSIBLE TAXPAYER AND PROPERTY OWNER:

Name: CH & CH, LLC
Address: 5133 Harding Pike, Suite B10 City: Nashville State: Tennessee Zip: 37205

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is **$191,100.00** which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

TRACY LOPEZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Sworn to and subscribed before me this 19th day of March, 2020.

Notary Signature:
Printed Name: Tracy Lopez
Notary State: Tennessee
Commission Exp: March 7, 2023

TRUSTEE'S DEED

This instrument made this 10th day of March, 2020, by and between **James E. Albertelli, P.A. d/b/a ALAW**, Trustee, and **CH & CH, LLC.**

WITNESSETH:

THAT, WHEREAS, on April 24, 2018, Ralph R. Simpson, an unmarried man, duly executed and acknowledged a Deed of Trust, as recorded in **Instrument Number 20180508-0043859** ("Deed of Trust"), in the Register's Office for Davidson County, Tennessee, and conveyed to Glenn Balletto of Nashville, Tennessee, as Trustee for Mortgage Electronic Registration Systems Inc., as nominee for ClearPath Lending, as Beneficiary, the hereinafter described real estate to secure payment of an indebtedness and the performance of the obligations therein mentioned, together with fees and costs necessary to enforce the collection thereof, said note being incorporated in said Deed of Trust by reference, said real estate being more particularly bounded and described as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING ALL OF UNIT NO. 19B ON THE PLAN OF PARK PLACE SUBDIVISION, PHASE I, AS SHOWN BY PLAT APPEARING IN MASTER DEED AND BY-LAWS OF RECORD IN INSTRUMENT NO. 20010214-0014161, RE-RECORDED IN INSTRUMENT NO. 20010702-0069590, AND AMENDED IN INSTRUMENT NO. 20011019-0114191, RERECORDED IN INSTRUMENT NO. 20011212-0136927, AMENDED IN INSTRUMENT NO. 20030710-0095634, AND RERECORDED IN INSTRUMENT NO. 20030915-0134956 IN THE REGISTER'S OFFICE FOR DAVIDSON

COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO RALPH R. SIMPSON, AN UNMARRIED MAN, BY DEED FROM DONNA J. DENTON, UNMARRIED, DATED MAY 18, 2016 AND RECORDED JUNE 1, 2016 IN INSTRUMENT NO. 20160601-0055268, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Street Address: The street address of the property is believed to be 512 Yellowstone Court, Antioch, TN 37013, but such address is not part of the legal of the property. In the event of any discrepancy, the legal of the property herein shall control.

No updated boundary survey has been obtained at the time of this conveyance.

WHEREAS, Mortgage Electronic Registration Systems Inc., as nominee for ClearPath Lending, as Beneficiary, assigned all right, title, and interest under the Deed of Trust to HomeBridge Financial Services, Inc., pursuant to an instrument of record in **Instrument Number 20190620-0059740** in the aforesaid Register of Deeds Office; and

WHEREAS, James E. Albertelli, P.A. d/b/a ALAW, was appointed and designated Trustee under the aforesaid Deed of Trust by HomeBridge Financial Services, Inc., pursuant to an instrument of record in **Instrument Number 20191014-0104984** in the aforesaid Register of Deeds Office; and

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the owner and/or holder of said obligations directed the Trustee to foreclose said Deed of Trust in accordance with the terms and provisions thereof and to sell the real estate above described; and

WHEREAS, the Trustee did advertise the sale of said real estate herein described, as provided in said Deed of Trust, in a local newspaper of general circulation/published in Davidson County, Tennessee, to-wit, The Ledger (Nashville), giving the time, place and terms of said sale. Such advertisement appearing in said newspaper on January 31, February 7, and14, 2020; and

WHEREAS, pursuant to T.C.A. § 35-5-101, Notice of the Foreclosure Sale including date, time, location, and terms of the sale was timely given by mailing a copy of the Notice of Sale by registered or certified mail, return receipt requested, to all parties entitled to said notice and following such notice the default was not cured; and

WHEREAS, the Trustee has conducted a diligent search of the Defense Manpower Data Center website for each known Borrower in compliance with the Servicemembers Civil Relief Act ("SCRA"), and such known Borrower(s) were (1) not members of the Armed Forces of the United States of America and had not been members of any such entities for at least twelve (12) months prior to the date of the foreclosure sale the subject hereof or (2) were members of the Armed Forces of the United States of America at the time the security instrument was executed, and therefore enforcement of the same is not subject to the provisions of the SCRA. As such, foreclosure of this property will not be subject to the provisions of 50 U.S.C. §501, *et seq.* (the Servicemembers Civil Relief Act); and

WHEREAS, on the 27th day of February, 2020, at the hour of 10:00 o'clock a.m., local time, at the Front Entrance of the Davidson County Courthouse, 1 Public Square, Nashville, TN 37201, the time and place fixed in the advertised Notice of Sale or by lawful postponement pursuant to Tenn. Code Ann. §35-5-101, *et seq.*, the foregoing described real estate was offered for sale at public auction to the last, highest and best bidder, and being cried for a reasonable time, was finally sold to **CH & CH, LLC**, at a bid of **$191,100.00**, being the highest and best bid, which purchase price was paid to the undersigned Trustee and then applied by said Trustee as directed and provided in said Deed of Trust.

NOW, THEREFORE, in consideration of the premises and the said purchase price bid and paid, James E. Albertelli, P.A. d/b/a ALAW, as Trustee, does hereby grant, bargain, sell, transfer, and convey unto **CH & CH, LLC**, the real estate hereinbefore described, TO HAVE AND TO HOLD the same, together with all of the hereditaments, improvements, buildings, easements and appurtenances therein and thereunto belonging and appertaining, and free from the right and equity of redemption, homestead, dower and all other exemptions of any and every kind in the makers of said Deed of Trust, and warrants the title to the aforesaid real property against the lawful claims of all

persons claiming through and under said makers, as such Trustee, but not further or otherwise.

PURSUANT TO 26 U.S.C. § 7425(d)(1), THE SALE OF THE ABOVE DESCRIBED LAND WILL BE SUBJECT TO THE RIGHT OF THE UNITED STATES TO REDEEM THE LAND WITHIN 120 DAYS FROM THE DATE OF THIS SALE OR THE PERIOD ALLOWABLE FOR REDEMPTION UNDER LOCAL LAW, WHICHEVER IS LONGER. PURSUANT TO TENN. CODE ANN. §35-5-104(b), A COPY OF THE NOTICE PROVIDED TO THE UNITED STATES AS WELL AS A COPY OF THE WRITTEN RESPONSE OF THE UNITED STATES IS ATTACHED TO THIS DEED AS EXHIBITS.

This conveyance is otherwise generally SUBJECT TO any rights of redemption held by federal or state governmental authorities (if noted herein), priority tax liens, prior encumbrances, objections, building lines and easements, conditions, restrictions, and any current or delinquent ad valorem property taxes which may be recorded or applicable to said property, including any applicable personal property, business, or other local taxes, and any other matter of record.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, James E. Albertelli, P.A. d/b/a ALAW, Trustee hereunto set its hand and seal the day and year first above written.

James E. Albertelli, P.A. d/b/a ALAW, Trustee

By: _____

Printed Name: Michael N. Wennerlund

Authorized Signatory

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said state and county, personally appeared Michael N. Wennerlund with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself/herself to be an authorized signatory of James E. Albertelli, P.A. d/b/a ALAW, the within bargainor, and that he/she as such authorized signatory, executed the foregoing Instrument for the purpose therein contained, by signing the name of James E. Albertelli, P.A. d/b/a ALAW.

WITNESS my hand, at office, this 10th day of March, 2020.

Notary Signature: Elizabeth A Fox

Printed Name: Elizabeth A. Fox

Notary State: Tennessee

Commission Exp: 5/2/22

ELIZABETH A FOX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY