Karen Johnson Davidson County
Batch# 387585 DEEDTRS
04/17/2020 11:10:30 AM 5 pgs
Fees: $28.00 Taxes: $573.50
20200417-0040422

THIS INSTRUMENT PREPARED BY:
Joshua D. Hankins, Esq.
HANKINS LAW
306 Northcreek Boulevard, Suite 202
Goodlettsville, Tennessee 37072
(615) 246-2544

SUCCESSOR TRUSTEE'S DEED

Address of New Owner:	Send Tax Bills To:	Map/Parcel No(s).:
Home Capital, LLC 714 Hillwood Blvd Nashville, TN 37205	New owner	070-09-0-031.00

THIS SUCCESSOR TRUSTEE'S DEED is made and to be effective as of the 27th day of March, 2020, by Joshua D. Hankins, Successor Trustee ("Successor Trustee").

W I T N E S S E T H:

WHEREAS, Happy Homes LLC, a Tennessee limited liability company ("Grantor"), by that certain Deed of Trust dated May 15, 2019, of record as Instrument No. 20190624-0060827, in the Register's Office for Davidson County, Tennessee (the "Deed of Trust"), conveyed to Steven P. Disser, Esq., as Trustee, certain interests in the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness");

WHEREAS, the Deed of Trust and the Indebtedness secured thereby is presently held and owned by the Hiam Family Revocable Living Trust u/a/d April 22, 2013 ("Lender");

WHEREAS, default has occurred under the Deed of Trust, and the Indebtedness has been declared due and payable as provided in the Deed of Trust, and the Indebtedness has not been paid;

WHEREAS, Lender has demanded that the Property be advertised and sold in satisfaction of the Indebtedness and the costs of foreclosure in accordance with the terms of the Deed of Trust;

WHEREAS, Lender duly-appointed Joshua D. Hankins, or his agent, to serve as Successor Trustee in place and stead of Steven P. Disser, Esq., in accordance with the terms of the Deed of Trust, by that certain Appointment of Successor Trustee of record as Instrument No. 20191021-0107533, said Register's Office;

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 *The Ledger* that the Property would be sold on March 27, 2020, at 10:30 a.m., prevailing Central Time, by Successor Trustee, outside the main entrance to the Davidson County Courthouse, located at One Public Square,

Nashville, Tennessee 37201, such Notice of Successor Trustee's Sale appearing in said paper on March 6, 2020, March 13, 2020 and March 20, 2020;

WHEREAS, Successor Trustee further sent a copy of the Notice of Successor Trustee's Sale to Grantor, and following the appearance of the Notice of Successor Trustee's Sale in said newspaper, the default was not cured; and

WHEREAS, Successor Trustee appeared at the time, place and date specified in the Notice of Successor Trustee's Sale, as continued, and offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Home Capital, LLC, a Tennessee limited liability company, at the price of One Hundred Fifty-Five Thousand and 00/100 Dollars ($155,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joshua D. Hankins, Successor Trustee, in consideration of the premises and the sum of One Hundred Fifty-Five Thousand and 00/100 Dollars ($155,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Home Capital, LLC, a Tennessee limited liability company, its successors and assigns ("Grantee"), all of my right, title and interests in and to the following described real property, together with my interests in all tenements, hereditaments and appurtenances, my interests in all easements serving or benefitting the real property, and my interests in all fixtures and improvements now or hereafter attached to the real property, if any, but no further or otherwise (collectively, the "Property"), and more particularly described as follows, to-wit:

BEING a certain tract or parcel of land lying in the 13th Civil District of Davidson County, Tennessee:

SAID tract of land further described as being a portion of Lot 11 on the plan of the Curtis Lands, as of record in Book 547, Page 39, Register's Office of Davidson County, Tennessee. Beginning at an existing iron rod lying in the Easterly margin of Lloyd Avenue at the Southeast corner of the Joe Burrough property as of record in Book 11574, Page 493, Register's Office of Davidson County, Tennessee; thence leaving said margin of Lloyd Avenue and running with the Southerly line of the said Burrough property South 89 degrees, 00 minutes East a distance of 209.34 feet to an existing iron rod lying at the Southwest corner of Denice Daugherty as of record in Book 11480, Page 537, Register's Office of Davidson County; thence leaving the said line of Burrough and running with the Southerly line of the said Daugherty property and the Southerly line of Burrough and running with the Southerly line of the said Daugherty property and the Southerly line of the Johnny Burroughs property as of record in Book 7800, Page 320, Register's Office of Davidson County, Tennessee, North 81 degrees, 53 minutes East a distance of 127.00 feet to a point lying on the Southern property line of the said Burroughs property; thence running with the Northerly line of the said Burroughs property and the Northerly line of the Eric Ramirez property as of record in Book 11385, Page 853, Register's Office of Davidson County, Tennessee, South 34 degrees, 01 minutes, 18 seconds West a distance of 278.80 feet to an existing iron rod lying on the Northerly line of the Antonio Cartwright property as of record in Book 9638, Page 256, Register's Office of Davidson County, Tennessee; thence leaving the said line of Ramirez and running with the said line of

Cartwright North 52 degrees, 47 minutes, 50 seconds West a distance of 249.00 feet to the said margin of Lloyd Avenue; thence leaving the said line of Cartwright and running with the said margin of Lloyd Avenue, North 16 degrees, 14 minutes East a distance of 69.00 feet to the point of beginning.

BEING the same property conveyed to Happy Homes, LLC, a Tennessee Limited Liability Company, by Warranty Deed from Christina Stanfill, Jeania Stanfill, and Selina Sims (F/K/A Selina Stanfill), as heirs-at-law of Marty Stanfill, dated May 15, 2019, of record as Instrument No. 20190624-0060826, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property, free of all rights which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said 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 diligence 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. Grantee hereunder accepts title to the Property and all improvements thereon 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 other prior liens or encumbrances against said Property.

<Signatures and notary acknowledgments appear on the following page.>

IN WITNESS, the signature of Successor Trustee on this the day and date first above written.

Joshua D. Hankins, Successor Trustee

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Joel Stampley, a Notary Public of the State and County aforesaid, personally appeared JOSHUA D. HANKINS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Successor Trustee, and that he, as such Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at Office in Goodlettsville, Tennessee, this 9th day of April, 2020.

Notary Public

My Commission Expires: 7-3-2023

JOEL SHEPHERD STAMPLEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 7-3-2023

STATE OF TENNESSEE)

COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Fifty-Five Thousand and 00/100 Dollars ($155,000.00).

AFFIANT

Subscribed and sworn to before me this the 9th day of April, 2020.

Notary Public

My Commission Expires: 11/8/22

MELISSA R SHAFFER STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

Certificate of Authenticity

I, Steven Disser, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of TN

County of Davidson

Personally appeared before me, Melissa Shaffer, a notary public for this county and state, Steven Disser who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 11/8/22.

Notary's Seal (If on paper)

MELISSA R SHAFFER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON