Prepared by:
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Return to and
Send Tax Bills to New Owner:
1 Public Homes, LLC
7051 Highway 70S, Suite 315
Nashville, TN 37221

Karen Johnson Davidson County
Batch# 421516 DEEDTRS
06/19/2020 03:56:30 PM 5 pgs
Fees: $28.00 Taxes: $595.70
20200619-0065938

Tax/Parcel No: **163-01-0-067.00**

SUBSTITUTE TRUSTEE'S DEED

THIS DEED, made and entered into this 10th day of June, 2020, by Clear Recon, LLC, Substitute Trustee ("Grantor"), and 1 Public Homes, LLC, 7051 Highway 70 S., Suite 315, Nashville TN 37221 ("Grantee").

WHEREAS, by a certain Deed of Trust (the "Deed of Trust") dated November 24, 2006, and duly recorded in the Register's Office for Davidson County, Tennessee, as Instrument No. 20100701-0051344, Cindy Price (the "Borrowers(s)"), did grant and convey the property hereinafter described, in trust to secure to Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Capital One Home Loans, LLC, its successors and assigns, payment of a certain negotiable and promissory note (the "Note") dated November 24, 2006, in the principal sum of $120,450.00, said note being payable to Capital One Home Loans, LLC, or the holder thereof, reference to which Deed of Trust is made for a more particular description of said note; and

WHEREAS, the Deed of Trust was assigned to Wilmington Savings Fund Society, FSB, as Owner Trustee of the Residential Credit Opportunities Trust V-E, by Assignment of Deed of Trust duly recorded in the Register's Office for Davidson County, Tennessee on March 20, 2020 as Instrument No. 20200320-0031043; and

WHEREAS, the Grantor was duly appointed Substitute Trustee by virtue of that certain Substitution of Trustee recorded in the Register's Office for Davidson County, Tennessee, on April 2, 2020 as Instrument No. 20200402-0035442; and

WHEREAS, demand was made for payment of the Note secured by the Deed of Trust, payment of which was in default, and the obligation secured by the Deed of Trust was declared due and payable as provided in the Note and Deed of Trust; and

WHEREAS, it is provided in said Deed of Trust that upon default being made in the payment of the debt thereby secured, the Trustee, upon being requested so to do by the holder of said note, should sell the property therein; and

WHEREAS, default was made in the payment of the debt secured by the Note and Deed of Trust, and the Substitute Trustee having been requested by the holder of the Note to make sale of the hereinafter described property, and the said Trustee, pursuant to the terms of the Deed of Trust, and Tennessee law, caused the Notice of Substitute Trustee's Sale ("Notice of Sale") which provided that the property hereinafter described would be sold on June 9, 2020, at 11:00 a.m. local time at the main entrance to the Davidson County Courthouse, located in Nashville, Tennessee, to be published in The Ledger – Nashville Edition, a newspaper of general circulation in Davidson County, Tennessee, on 5/15/2020, 5/22/20, and 5/29/20; a copy of the Notice of Sale was sent to the Borrower(s), the current owner of the property hereinafter described and all other parties who appeared to have an interest in the property as reflected in the of the Register's Office of Davidson County, Tennessee, and following such Notice of Sale, the default was not cured; and

WHEREAS, pursuant to said advertisement and notice, on June 9, 2020, on or about 11:00 a.m. local time at the main entrance to the Davidson County Courthouse, located in Nashville, Tennessee, the Substitute Trustee did offer the hereinafter described property for sale at public auction to the highest bidder and after opening the floor for competitive bids, sold the hereinafter described property to the Grantee for the sum of $161,000.00.

NOW THEREFORE, in consideration of the premises and said sum of money, the receipt of which is hereby acknowledged, Clear Recon, LLC, Substitute Trustee, does hereby grant, transfer and convey unto 1 Public Homes, LLC, its successors and assigns, the following described property, to-wit:

CITY OF ANTIOCH, COUNTY OF DAVIDSON, AND STATE OF TENNESSEE, TO WIT:

BEING LOT NO. 17 ON THE PLAN OF ANTIOCH WOODS, SECTION TWO, OF RECORD IN BOOK 9700, PAGE 799, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

PROPERTY KNOWN AS 112 ANTIOCH WOODS WAY, ANTIOCH, TENNESSEE 37013

TAX ID # 163 01 0067.00

BY FEE SIMPLE DEED FROM REUBEN BELLOMY AS SET FORTH IN INSTRUMENT NO. 20050310-0026680 AND RECORDED ON 3/10/2005, DAVIDSON COUNTYRECORDS. ALSO BEING THE SAME PROPERTY CONVEYED TO CINDY PRICE AS SET FORTH IN

INSTRUMENT NUMBER 20190802-0086688 AND RECORDED ON 8/28/2019, DAVIDSON COUNTY RECORDS.

PROPERTY ADDRESS: 112 Antioch Woods Way, Antioch, TN 37013

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouses effective share, homestead, dower, courtsey and all other exemptions, as provided in, but only to the extent provided in the Deed of Trust.

This conveyance is made subject to (1) any and all unpaid ad valorem taxes plus penalty and interest, if any, that may be a lien upon the Property; (2) any and all liens, defects encumbrances, adverse claims, and other matters which may take priority over the Deed of Trust; (3) any statutory right of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might have not been waived by such governmental agency; (4) applicable covenants, restrictions, building setbacks, easements, and all conditions as shown with respect to the aforementioned Property in the Register's Office of Davidson County, Tennessee; (5) any governmental zoning and subdivision ordinances or regulations in effect thereon; (6) the accuracy of the Index Book of the said Register's Office; and (7) any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representation or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. Grantor makes no representation or warranty relating to title or any physical, environmental, health or safety conditions existing in, on, at or relating to the Property, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions are expressly disclaimed.

IN WITNESS WHEREOF, Clear Recon, LLC, Substitute Trustee has hereunto affixed his hand and seal as of the day and year first above written.

Clear Recon, LLC, Substitute Trustee
Vice President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Personally appeared before me, John Roan, Vice President of Clear Recon, LLC, with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Vice President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 10th day of June, 2020.

Heather Helton
Notary Public

My Commission Expires: 11-7-2021

HEATHER HELTON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY
MY COMMISSION EXPIRES 11-7-2021

STATE OF TENNESSEE

COUNTY OF HAMILTON

To the best of the knowledge and belief of the undersigned, the Actual Consideration or True Value, whichever is greater, for this transfer is $161,000.00.

Aldridge Pite, LLP
By: _____
John Roan

Sworn to and subscribed before
me this 10th day of June, 2020.

Heather Helton
Notary Public

HEATHER HELTON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY
MY COMMISSION EXPIRES 11-7-2021

1523-022A

True Copy Certification

I, **John Roan**, 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 TENNESSEE

County of HAMILTON

Personally appeared before me, Heather Helton, a Notary Public for this county and state, **John Roan**, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Heather Helton
Notary's Signature

My Commission Expires 11-7-2021
Notary Seal (if on paper)

HEATHER HELTON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY
MY COMMISSION EXPIRES 11-7-2021

1523-022A