STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $350,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF August 2020

Notary Public

MY COMMISSION EXPIRES: 5-30-21

(AFFIX SEAL)

CHERIE FRANKLIN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 05-30-2021

This instrument prepared by:
MICHAEL B. SCHWEGLER
STITES & HARBISON PLLC
SUITE 800
400 COMMERCE STREET
NASHVILLE, TN 37219

Address New Owner as follows:	**Send Tax Bills To:**	**Map and Parcel No.:**
MOSS SPRINGS LLC 5595 FRANKLIN ROAD BRENTWOOD, TN 37027	SAME AS OWNER	**150-02-A-017.00 CO**

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 3rd day of August, 2020, by Michael B. Schwegler, Successor Trustee ("Successor Trustee").

WHEREAS, by *Construction Deed of Trust* dated June 28, 2017, executed by Moss Springs, LLC, a Tennessee limited partnership ("Grantor") in favor of Volunteer State Bank ("Lender"), of record at Instrument Number 20170705-0067605, Register of Deeds Office of Davidson County, Tennessee ("Register's Office"), as may have been amended and restated from time to time, (collectively, the "Deed of Trust"), and said Deed of Trust having been assigned to SGI FINANCIAL, LLC ("Holder") by that Assignment of Deeds of Trust, dated June 29, 2020, of record at Instrument Number 20200630-0070716, Register's Office, (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by SGI FINANCIAL, LLC (the "Holder"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Holder declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Holder appointed Michael B. Schwegler to serve as Successor Trustee in place of Matthew D. Ricker, Trustee, by instrument of record as Instrument No. 20200701-0071237, Register's Office, in accordance with the terms of the Deed of Trust; and

WHEREAS, Holder directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The Nashville Ledger* that the Property (defined below) would be sold at 12:00 Noon on August 1, 2020, at the front door of the Historic Metro Courthouse, One Public Square, Nashville, TN 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on July 10, 2020, July 17, 2020 and July 24, 2020; and

Karen Johnson Davidson County
Batch# 455455 DEEDTRS
08/12/2020 03:02:30 PM 4 pgs
Fees: $23.00 Taxes: $1,295.00
20200812-0090216

202008120090216

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 12:00 noon Central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to Moss Springs LLC in response to its bid at the price of Three Hundred Fifty and 00/100ths Dollars ($350,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Michael B. Schwegler, Successor Trustee as aforesaid, in consideration of the premises and the sum of $350,000.00, by these presents do transfer and convey unto Moss Springs LLC, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate,

together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights) and all other rights, royalties; and profits relating to the real property' including without limitation, all minerals, oil, gas, geothermal and similar matters, therein situated in Davidson County, Tennessee, described as follows (the "Real Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot(s) 17, as shown on the map entitled Final Plat of Townview Place, of record in Instrument No. 20170628-0065024, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.
>
> Being a portion the same property conveyed to MOSS SPRINGS, LLC, by deed from MARK MARSHALL, UNMARRIED, of record in Instrument No. 20131204-0123535, dated December 3, 2013, said Register's Office.
>
> Being a portion the same property conveyed to MOSS SPRINGS, LLC, by deed from MARK MARSHALL, UNMARRIED, of record in Instrument No. 20141003-0091895, dated October 3, 2014, said Register's Office.
>
> The Property is improved property known as 1036 Trevino Place, Antioch, TN 37013.

This conveyance is free from the equity of redemption, statutory right of redemption, homestead, dower, elective or distributive share and all other exemptions of every kind, all of which are expressly waived in the 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 Trustee Deed, Grantee represents and warrants that it has conducted its own due diligences 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. By accepting this Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.
2. Deed of Trust executed by Moss Springs, LLC of record in Instrument No. 20170426-0041140, said Register's Office.
3. Matters shown on the Plan of record in Plat Book 4885, page 43 and corrected in Book 5051, page 86, Instrument No. 20161219-0132943 and Instrument No. 20170628-0065024, said Register's Office.
4. Declaration of Covenants, Conditions and Restrictions for Townview Place of record in Instrument No. 20190515-0045576, said Register' Office.
5. Restrictive Covenants contained in instrument of record in Book 4797, page 410, said Register's Office.
6. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument No. 20160322-0026922, said Register's Office.
7. Notice of Completion of record in Instrument No. Instrument No. 20200526-0053770, said Register's Office.
8. Record proper release of the Judgment of record in Instrument No. 20181024-0105466 and amended in Instrument No. 20181218-0122956 and Instrument No. 20190222-0016338, said Register's Office.
9. Record proper release of the Judgment of record in Instrument No. 20181024-0105474 and Instrument No. 20181218-0122949 and Instrument No. 20190222-0016335, said Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

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

MICHAEL B. SCHWEGLER,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Cynthia Beatty, a Notary Public of the State and County aforesaid, personally appeared MICHAEL B. SCHWEGLER, 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 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 Nashville, Tennessee, this 3rd day of August, 2020.

Notary Public

My commission expires: 1/30/2024

CYNTHIA D. BEATTY
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
My Commission Expires JAN. 30, 2024

True Copy Certification

I, Yvette Meldrum, 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 - Yvette Meldrum

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a notary public for this county and state, Yvette Meldrum 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: 5-30-21

CHERIE FRANKLIN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 05-30-2021

MA565N:201761:1415600:1