Karen Johnson Davidson County
Batch# 515902 DEEDTRS
11/13/2020 11:02:51 AM 4 pgs
Fees: $23.00 Taxes: $418.10
20201113-0134132

Prepared By and Returnable to:
David Anthony
Anthony Watson PLLC
P.O. Box 121197
Nashville, Tennessee 37212

Address New Owner(s):	Send Tax Bills To:	Map & Parcel No.:
Redfish Anglers, LLC ~~Athens Title & Escrow, LLC~~ ~~5115 Maryland Way~~ ~~Brentwood, TN 37027~~ ~~(615)815-1992~~	**New Owner** Same	**051-15-0C-024.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a *Tennessee Deed of Trust*, dated September 27, 2018, of record at Instrument No. 20181002-0097630, Register's Office for Davidson County, Tennessee ("Deed of Trust"), executed by Buying Houses, LLC, a Tennessee limited liability company, to pledge to M. Todd Jackson, Trustee, the hereinafter described real property to secure the payment of certain indebtedness, etc. (the "Indebtedness") as described in said Deed of Trust; and

WHEREAS, Canopy South Financial, LLC, the owner and holder of the Indebtedness secured by said Deed of Trust, replaced said Trustee by naming David M. Anthony as Substitute Trustee by an instrument of record at Instrument No. 20200825-0096039, Register's Office for Davidson County, Tennessee, and authorized the Substitute Trustee to act alone or by a Designated Agent with the powers given the Trustee in said Deed of Trust; and

WHEREAS, David M. Anthony, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee"), caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust and provided notice that the subject real property would be sold on October 23, 2020 at 10:00 o'clock a.m., prevailing time, on the steps of the historic Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, David M. Anthony, Substitute Trustee, personally appeared and offered said property for sale at public outcry, and the highest, best, and last bid received was the sum of One Hundred Thirteen Thousand and No/100 Dollars ($113,000.00) by Redfish Anglers, LLC (hereinafter referred to as the "Buyer") and which bid and sale price has been affirmatively approved and confirmed by the *Order Confirming Foreclosure Trustee's Sale of Real Property* entered on November 6, 2020 (the "Order") by the Seventh Circuit Court for Davidson County Circuit Court (Probate Division) in the matter of *Stephen Yates, by and through his Conservator, Jennifer Yates, v. Buying Houses, LLC, Corey Fager, Kerry Fager, J. Clay Quattlebaum, Canopy South Financial, LLC*, Davidson County Circuit Court Docket No. 19P304.

NOW, THEREFORE, in consideration of the premises and sum of One Hundred Thirteen Thousand and No/100 Dollars ($113,000.00) cash in hand paid by the Buyer, Substitute Trustee has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its successors and assigns, the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Sumner County, Tennessee, and described as follows:

Legal Description: The real property is described in the Deed of Trust of record in Instrument No. 20181002-0097630, Register's Office for Davidson County, Tennessee. Being the same real property described in the *Warranty Deed* of record at Instrument No. 20181002-0097629, Register's Office for Davidson County, Tennessee.

> Land in Davidson County, Tennessee, being Lot No. 24 on the Final Plat for Section 2, Walton Oaks Subdivision, of record as Instrument Number 20030904-0128576, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Buying Houses, LLC, a Tennessee Limited liability company, from Stephen Yates, by *Warranty Deed* of record at Instrument No. 20181002-0097629, Register's Office for Davidson County, Tennessee.

Street Address: The street address of the property is believed to be 1508 Beaus Way, Madison, Tennessee 37115, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its successors, and assigns forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AND SUBJECT TO ANY PRIOR LIENS OR ENCUMBRANCES, IF ANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO TITLE, MARKETABILITY OF TITLE, POSSESSION, QUIET ENJOINMENT OR THE LIKE AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, QUALITY OR FITNESS FOR A GENERAL OR PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 6th day of November, 2020.

David M. Anthony, Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, David M. Anthony, Substitute Trustee and not individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 6th day of November, 2020.

NOTARY PUBLIC

My Commission Expires: 3/7/2023

HEATHER E. HORTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-7-2023

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $113,000.00.

AFFIANT

Subscribed and sworn before me on this 6th day of November, 2020.

NOTARY PUBLIC

My Commission Expires: 3/7/2023

HEATHER E. HORTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-7-2023