Karen Johnson Davidson County
Batch# 534941 DEEDTRS
12/15/2020 03:49:30 PM 12 pgs
Fees: $63.00 Taxes: $1,110.00
20201215-0148145

Prepared by and Returnable to:
Anthony Watson PLLC
1114 17th Avenue South, Suite 201
Nashville, Tennessee 37212

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
Catamount Properties 2018, LLC **2015 Manhattan Beach Boulevard** **Redondo Beach, CA 90278**	**New Owner**	**156 01 0A 029.00CO**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated September 19, 2014, of record in Instrument No. 20141002-0091090, Register's Office for Davidson County, Tennessee ("Deed of Trust"), executed by J. Alan Kennon a/k/a Jerry Alan Kennon to Broker Title & Escrow, LLC, Trustee, to pledge the hereinafter described real property to secure the payment of certain indebtedness, etc. (the "Indebtedness") as described in said Deed of Trust; and

WHEREAS, Roy S. Kennon, 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. 20200727-0082053, 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 (after lawfully allowed and properly noticed continuances) that certain property would be sold on Tuesday, December 8, 2020, at 1:00 o'clock p.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 Three-Hundred Thousand and No/100 Dollars ($300,000.00) Catamount Properties 2018, LLC (hereinafter referred to as the "Buyer") and, as a result, said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Three-Hundred Thousand and No/100 Dollars ($300,000.00) 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 Davidson County, Tennessee, and described as follows:

Legal Description: The real property is described in the Deed of Trust of record in Instrument No. 20141002-0091090, Register's Office for Davidson County, Tennessee. Being the same real property described in the Warranty Deed of record at Instrument No. 20140923-0087381, Register's Office for Davidson County, Tennessee.

> Land in Davidson County, Tennessee, being Lot No. 29 on the Plan of Revised Amber Hills Subdivision, of record in Book 7900, Page 377, 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 Jerry Alan Kennon from Chadwick B. Dixon and wife, Jennifer L. Dixon, by Warranty Deed of record at Instrument No. 20140923-0087381, Register's Office for Davidson County, Tennessee.

Street Address: The street address of the property is believed to be 7925 Amber Hills Lane, Nashville, Tennessee 37221, 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 8th day of December, 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 8th day of December, 2020.

NOTARY PUBLIC

My Commission Expires: 3/7/2023

GLEN C. WATSON III
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 $300,000.00.

AFFIANT

Subscribed and sworn before me on this 8th day of December, 2020.

NOTARY PUBLIC

My Commission Expires: 3/7/2023

GLEN C. WATSON III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-7-2023

COPY

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale of Real Estate ("Contract"), made this the ____ day of December, 2020, by and between David M. Anthony, Trustee, or the Designated Agent for Trustee, solely in his capacity as Trustee and not individually (hereinafter called "Seller"), and Breckenridge Property Fund 2016 LLC (hereinafter called "Buyer").

WITNESSETH:

WHEREAS, J. Alan Kennon a/k/a Jerry Alan Kennon, executed a Deed of Trust dated September 19, 2014, of record in Instrument No. 20141002-0091090, Register's Office for Davidson County, Tennessee ("Deed of Trust") and conveyed to Broker Title & Escrow, LLC, Trustee ("Trustee") the hereinafter described real property to secure the payment of certain indebtedness, etc. ("Indebtedness") owed to Roy S. Kennon (referred to as "Lender" and sometimes as "Beneficiary"); and

WHEREAS, Seller has been appointed Substitute Trustee by Lender, the owner and holder of said note, etc. by an Appointment of Substitute Trustee of record in said Register's Office; and

WHEREAS, Borrower has defaulted in the payments of the Indebtedness and other performance under the Deed of Trust and Lender, the owner and holder of said Indebtedness, etc., has demanded that the Property, as defined in the Deed of Trust, be advertised and sold in satisfaction of said Indebtedness pursuant to the terms of the Foreclosure Sale Notice; and

WHEREAS, Seller has offered said Property for sale to the highest and best bidder for cash and Buyer is the successful bidder for said Property.

NOW, THEREFORE, in consideration of the foregoing premises, Buyer bid the amount of $ 300,000 representing the purchase price of said Property ("Purchase Price"). By the close of business on Tuesday, December 8, 2020, Buyer agrees to deposit with Seller the amount of $ 30,000.00 (10% of the purchase price) as earnest money to constitute part payment of the

Purchase Price, with the remainder of the Purchase Price payable in cash to Lender at the office of its counsel on or before 2:00 p.m. on the regular business day of December 11, 2020 ("Closing Date"). Seller, in consideration of the earnest money deposit and the payment in full of the remaining portion of the Purchase Price, does hereby agree to convey the interest that Seller has a right to convey pursuant to the Deed of Trust and the Foreclosure Sale Notice by a Trustee's Deed to said Buyer, or such person as Buyer may in writing designate. This conveyance is subject to the terms set forth in the Foreclosure Sale Notice.

If for any reason Buyer fails to complete the purchase of said Property in accordance with the terms set forth above, Buyer acknowledges that Seller has relied upon the highest bid by Buyer and the damages suffered by Seller, in the event of breach of this Agreement with Buyer, would be impractical or extremely difficult to ascertain; therefore, Seller shall be entitled to retain the earnest money as liquidated damages for such breach, as well as any other damages as it may be entitled to.

It is agreed that the sale of the Property will be adjourned pending the closing of the purchase by Buyer. In the event Buyer fails to close by the Closing Date as specified above, Seller, at its opinion, shall be entitled to specifically enforce this Contract or declare this Contract in default, retain the earnest money as liquidated damages, and accept the next highest bid received at the sale that closes and Buyer shall be liable to Seller for the difference between Buyer's bid and the next highest bid that closes, in addition to the forfeiture of the earnest money as stated above. Buyer shall pay all costs and expenses incurred by Seller in enforcing or defending this Contract and incident to the recovery of damages, including all attorney fees.

THE PROPERTY IS SOLD AS IS WHERE IS AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY

IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

A copy of the form of Trustee's Deed that Trustee will execute and deliver is attached hereto and incorporated herein as Exhibit B. By execution of this Contract, Buyer acknowledges that Buyer has had the opportunity to review the Trustee's Deed and Buyer accepts the form and contents of the Trustee's Deed.

Time is of the essence of this Contract and all conditions thereof.

SELLER:

Trustee or Designated Agent for Trustee, and not Individually

Address: 1114 17th Avenue South, Suite 201
Nashville, Tennessee 37212

Telephone: (615) 869-0634
E-mail: danthony@awlawpllc.com

BUYER:

Breckenridge Property Fund 2016 LLC

Address: 2015 Manhattan Beach Blvd
Redondo Beach, CA 90278

Telephone: (615) - 426 - 5745
E-mail: mnewton@wedgewood-inc.com
Facsimile: (____)

mnewton@wedgewood-inc.com

Prepared By:
Bone McAllester Norton PLLC (dma)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

FORECLOSURE SALE NOTICE

WHEREAS, J. Alan Kennon a/k/a Jerry Alan Kennon, executed a Deed of Trust dated September 19, 2014, of record in Instrument No. 20141002-0091090, Register's Office for Davidson County, Tennessee ("Deed of Trust") and conveyed to Broker Title & Escrow, LLC, Trustee ("Trustee") the hereinafter described real property to secure the payment of certain indebtedness, etc. ("Indebtedness") owed to Roy S. Kennon (referred to as "Lender" and sometimes as "Beneficiary") as described in said Deed of Trust and to which instrument reference is here made for its terms and covenants; and

WHEREAS, default in payment of the Indebtedness secured by said Deed of Trust has been made; and

WHEREAS, David M. Anthony has been appointed Substitute Trustee by Lender, with authority to act alone or by a designated agent with the powers given the Trustee in the Deed of Trust and by applicable law; and

WHEREAS, Lender, the owner and holder of said Indebtedness, has demanded that the real property be advertised and sold in satisfaction of said Indebtedness and the cost of the foreclosure, in accordance with the terms and provisions of the loan documents and Deed of Trust.

NOW, THEREFORE, notice is hereby given that the Trustee or a designated agent for the Trustee, pursuant to the power, duty and authority vested in and imposed upon the Trustee under the Deed of Trust and applicable law, will on Monday, August 17, 2020 at 1:00 o'clock p.m., prevailing time, on the steps of the historic Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee, offer for sale to the highest and best bidder for cash and free from all rights and equity of redemption, statutory right of redemption or otherwise, homestead, dower, elective share and all other rights and exemptions of every kind as waived in said Deed of Trust, certain real property situated in Davidson County, Tennessee, described as follows:

Legal Description: The real property is described in the Deed of Trust of record in Instrument No. 20141002-0091090, Register's Office for Davidson County, Tennessee. Being the same real property described in the Warranty Deed of record at Instrument No. 20140923-0087381, Register's Office for Davidson County, Tennessee.

Land in Davidson County, Tennessee, being Lot No. 29 on the Plan of Revised Amber Hills Subdivision, of record in Book 7900, Page 377, 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 Jerry Alan Kennon from Chadwick B. Dixon and wife, Jennifer L. Dixon, by Warranty Deed of record at Instrument No. 20140923-0087381, Register's Office for Davidson County, Tennessee.

Street Address: The street address of the property is believed to be 7925 Amber Hills Lane, Nashville, Tennessee 37221, 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.

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.

CURRENT OWNER(S): J. Alan Kennon
OTHER INTERESTED PARTIES: Board of Professional Responsibility of the Supreme Court of Tennessee; Tennessee Lawyer's Fund for Client Protection; Administrative Office of the Courts; LVNV Funding LLC Assignee of Chase Bank, USA; Michael Shane & Diana Hutson; Capital One Bank (USA), N.A.; Midland Funding LLC as successor in interest to Citibank, N.A./The Home Depot Consumer; Vanessa A. Newman (f/n/a Kennon); Julie C. Kennon.

As to all or any part of the Property, the right is reserved to (i) delay, continue or adjourn the sale to another time certain or to another day and time certain, without further publication and in accordance with law, upon announcement of said delay, continuance or adjournment on the day and time and place of sale set forth above or any subsequent delayed, continued or adjourned day and time and place of sale; (ii) sell at the time fixed by this Notice or the date and time of the last delay, continuance or adjournment or to give new notice of sale; (iii) sell in such lots, parcels, segments, or separate estates as Trustee may choose; (iv) sell any part and delay, continue, adjourn, cancel, or postpone the sale of any part of the Property; (v) sell in whole and then sell in parts and consummate the sale in whichever manner produces the highest sale price; (vi) and/or to sell to the next highest bidder in the event any high bidder does not comply with the terms of the sale.

Substitute Trustee will make no covenant of seisin, marketability of title or warranty of title, express or implied, and will sell and convey the subject real property by Trustee's Quitclaim Deed as Substitute Trustee only.

This sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments (plus penalties, interest, and costs) which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any

rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any and all prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection and accurate survey of the property might disclose.

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THIS 24th day of July, 2020.

David M. Anthony, Substitute Trustee
BONE MCALLESTER NORTON PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
615-497-4849

CERTIFICATE OF SERVICE

I certify that on July 24, 2020, a true copy of the foregoing Foreclosure Sale Notice has been placed in the United States mail by Certified Mail Return Receipt Requested, regular mail, postage pre-paid, as well as first class U.S. mail, to:

Tennessee Lawyer's Fund for Client Protection
10 Cadillac Drive, Suite 220
Brentwood, Tennessee 37027

Board of Professional Responsibility of the Supreme Court of Tennessee
10 Cadillac Drive, Suite 220
Brentwood, Tennessee 37027
RE: M2013-00235-SC-BAR-BP
Joe and Diane Gordon; Lee Ann Cole; Judith Ann Ward

Administrative Office of the Courts
511 Union Street, Suite 600
Nashville, TN 37219

LVNV Funding LLC Assignee of Chase Bank, USA
Buffaloe & Vallejo, PLC
44 Vantage Way, Suite 500
Nashville, Tennessee 37228

Michael Shane & Diana Hutson
6405 Holly Trace Court
Nashville, TN 37221

Capital One Bank (USA), N.A.
c/o Nathan & Nathan, P.C.
P.O. Box 1715
Birmingham, AL 35201

Midland Funding LLC as successor in interest to Citibank, N.A./The Home Depot Consumer
c/o Finkelstein, Kern, Steinberg & Cunningham, P.C.
P.O. Box 1
Knoxville, TN 37901

Vanessa A. Newman (f/n/a Kennon)
c/o Helen S. Rogers
Rogers, Kamm & Shea
2205 State Street
Nashville, TN 37203

Vanessa A. Newman (f/n/a Kennon)
839 Battery Lane
Nashville, Tennessee 37220

Julie C. Kennon
c/o George D. Spanos
2205 State Street
Nashville, TN 37203

J. Alan Kennon
7925 Amber Hills Lane
Nashville, TN 37221

Jerry Alan Kennon
2001 Gasparilla Road, D-19
Placida, FL 33946

Jerry Alan Kennon
General Delivery
Placida, FL 33946

This 24th day of July, 2020.

David M. Anthony

True Copy Certification

I, Britney B. T. Rank, 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 executed and authenticated according to law.

Britney B. T. Rank
Signature

State of California

County of Los Angeles

Personally appeared before me ~~Britney Rank~~ M. Gutierrez Jr., a notary public for this county and state, Britney Rank who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

M. Gutierrez
Notary's Signature

My Commission Expires: Oct. 15, 2021

Notary' Seal (if on paper)

M. GUTIERREZ
Notary Public - California
Los Angeles County
Commission # 2214741
My Comm. Expires Oct 15, 2021