Karen Johnson Davidson County
Batch# 542908 DEEDTRS
12/28/2020 02:51:30 PM 4 pgs
Fees: $23.00 Taxes: $555.00
20201228-0153737

Prepared By and Returnable to:
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Paces Funding, LLC 3015 B Piedmont Road Atlanta, GA 30305	**New Owner**	**087-00-0-046.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a *Deed of Trust* dated June 4, 2018, of record in Instrument No. 20180607-0054946, Register's Office for Davidson County, Tennessee ("Deed of Trust"), executed by Keith Howard to Robert L. Scruggs, 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, Paces Funding, LLC, a Georgia limited liability company and 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. 20200603-0057098 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 certain property would be sold on Monday July 6, 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 One Hundred and Fifty Thousand and No/100 Dollars ($150,000.00) by Paces Funding, 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 One Hundred and Fifty Thousand and No/100 Dollars ($150,000.00) 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. 20180607-0054946, Register's Office for Davidson County, Tennessee. Being the same real property described in the Warranty Deed of record in Instrument Number 20180607-0054945, Register's Office for Davidson County, Tennessee.

> Land in Nashville, Davidson County, Tennessee, being Lot No. 1, as further shown and described on the Final Plat for Judah Subdivision of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20110322-0022136.
>
> Being the same property conveyed to Keith Howard from Phillip Arlen Smith by deed dated June 4, 2018, and filed in Instrument No. 20180607-0054945, said Register's Office.

Street Address: The street address of the property is believed to be 6249 N. New Hope Road, Hermitage, Tennessee 37076, 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 18th day of ~~July~~ 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 7th day of July, 2020.

NOTARY PUBLIC

My Commission Expires: 5/7/2024

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $150,000.00.

AFFIANT

Subscribed and sworn before me on this 7th day of July, 2017.

NOTARY PUBLIC

My Commission Expires: 5/7/2024

CERTIFICATE OF AUTHENTICITY

I, Sam J. McAllester III, 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 DAVIDSON

Personally appeared before me, Natalina D. Eckerman, a notary public for this county and state, Sam McAllester, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Natalina D. Eckerman
Notary's Signature

My Commission Expires: September 6, 2022

NATALINA D. ECKERMAN
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON