This instrument prepared by:
Lawless & Associates, P.C.
Suite 403, The Customs House
701 Broadway
Nashville, TN 37203

Karen Johnson Davidson County
Batch# 686797 DEEDTRS
07/30/2021 09:45:15 AM 4 pgs
Fees: $23.00 Taxes: $1,424.87
20210730-0102599

ADDRESS NEW OWNER:	MAP AND PARCEL NO.:	SEND TAX BILL:
Anchored Capital, LLC 5133 Harding Pike Suite B10 #185 Nashville, TN 37205	Map/par. 075-00-0-149.00	New Owner

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Millennium Properties, Inc of Middle Tennessee (hereinafter "Borrower") by Deed of Trust dated September 22, 2017, of record at Instrument No. 20171016-0106006, Register's Office for Davidson County, Tennessee, conveyed to Daniel W. Small, Jr., (the "Deed of Trust"), certain property described in said Deed of Trust (hereinafter the "Property"); and

WHEREAS, a Substitute Trustee has been appointed Substitute Trustee by Lender, the owner and holder of the obligation, by appointment of Substitute Trustee of record at Instrument No. 20200701-0071164, Register's Office for Davidson County, Tennessee; and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid and the lawful owner and holder of the debt has called upon the Substitute Trustee to foreclose the Deed of Trust; and

WHEREAS, the Substitute Trustee, after due advertisement on June 11, 18 & 25, 2021 in *The Nashville Ledger*, a newspaper of general circulation in Davidson County, Tennessee, as required by law and as required by the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry at 2:00 p.m. prevailing time on July 12, 2021 at 501 Broadway, Nashville, TN 37203 when and where **Anchored Capital, LLC** (hereinafter the

"Grantee") became the last and highest bidder for cash at a price of Three Hundred Eighty-Five Thousand One Hundred and no/100 Dollars ($385,100.00).

NOW, THEREFORE, in his capacity as Substitute Trustee, and not otherwise, and in consideration of the premises and payment of the sum stated above, the receipt and sufficiency of which are acknowledged, **Thomas W. Lawless, as Substitute Trustee** (and not otherwise) does hereby convey the Property to the Grantee and the Grantee's heirs, successors and assigns.

TO HAVE AND TO HOLD said Property in as full and complete manner as the undersigned, in his capacity as Substitute Trustee and not otherwise, has the power to convey the same.

Thomas W. Lawless, as Substitute Trustee and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under him, but no further or to any greater extent. The Property is sold **AS IS, WHERE IS AND WITH ALL FAULTS**, and without any representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, **THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MECHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE.** The Substitute Trustee will make no covenant of seisin, marketability of title or warranty of title, express or implied.

This conveyance 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 the said Property; any matter that an accurate survey of the property might disclose; 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 trusts, 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.

Whenever used, the singular shall mean the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand on this 14th day of July, 2021.

Thomas W. Lawless, as Substitute
Trustee, and not otherwise

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, in and for the said county and state, the within named Thomas W. Lawless, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged that he is the appointed Substitute Trustee under the Deed of Trust and as such Substitute Trustee is authorized to execute this instrument and further acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of July, 2021.

Notary Public

My Commission Expires: September 6, 2022

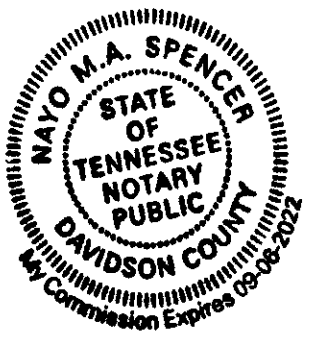
NAYO M.A. SPENCER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-06-2022

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $385,100.00.

Thomas W. Jowers
AFFIANT

Sworn and subscribed before me
this 14th day of July, 2021.



Nayo M. A. Spencer
NOTARY

My commission expires: September 6, 2022

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot(s) 1, as shown on the map entitled Re-Subdivision of Hermitage Inn Subdivision, of record in Book 7900, Page 274, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

Being the same property conveyed to Millennium Properties, Inc., by deed from Charles H. Turner and wife, Virginia W. Turner, of record in Book 9522, Page 890, dated November 15, 1994, said Register's Office.

MILLENIUM PROPERTIES, INC. changed its name to MILLENNIUM PROPERTIES INC OF TENNESSEE in 2001.

The address of the property is, upon best information and knowledge, believed to be 4130 Lebanon Pike, 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.