Karen Johnson Davidson County
Batch# 746094 DEEDTRS
10/28/2021 11:48:30 AM 5 pgs
Fees: $28.00 Taxes: $1,942.50
20211028-0144898

Prepared By and Returnable to:

BURR & FORMAN LLP (CTH)
222 Second Avenue South, Suite 2000
Nashville, Tennessee 37201

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel No.:**
FirstOak Bank 113 N. Penn P.O. Box 868 Independence, KS 67301	FirstOak Bank 113 N. Penn P.O. Box 868 Independence, KS 67301	093 13 0C 413.00

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust, dated June 30, 2020, executed by Geddes Bootwright to Michael J. Mills, Trustee, of record Instrument No. 20200710-0075537, Register's Office for Davidson County, Tennessee (the "Deed of Trust"); and

WHEREAS, FirstOak Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming C. Tucker Herndon, Jordan Puryear and Gregory G. Vick, as Substitute Trustees by an instrument of record in Instrument No. 20210915-0123718, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, C. Tucker Herndon, 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, providing notice and advertising that said property would be sold at 1:00 o'clock p.m., prevailing time on Friday, October 22, 2021, at the Front Door of the Davidson County Courthouse, Public Square, Nashville, 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, C. Tucker Herndon, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Five Hundred Twenty Five Thousand and 00/100 Dollars ($525,000.00) by FirstOak Bank (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Five Hundred Twenty Five Thousand and 00/100 Dollars ($525,000.00) cash in hand paid by the Buyer, C. Tucker Herndon, 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:

Map/Parcel Number: 093 13 0C 413.00

Being all of that certain land or lot as described in Davidson County, Tennessee as follows to-wit:

Land in Davidson County, Tennessee, being Unit No. 413 of ICON in the Gulch Mid-Rise Condominium, a Condominium, established by the Master Deed in Instrument No. 20080423-0041666, constituting the Mid-Rise Unit in the ICON in the Gulch Master Condominium, established by the Master Deed in Instrument No. 20080423-0041665, Register's Office for Davidson County, together with an undivided percentage interest in the common areas/elements appurtenant to said Unit and as set forth in the Master Deed, reference to which is hereby made for a more complete and detailed description of the Unit and the Condominium, the rights and obligations of the Declarant and the Unit Owners, and the By-Laws of the Association of Owners.

Being the same property conveyed to Geddes Bootwright, a single man, by Warranty Deed from Sandi Rosenfeld, a single woman, dated April 25th, 2018 and filed of record in Instrument No. 20180430-0040497, in the Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 600 12th Avenue South, Unit 413, Nashville, Davidson County, Tennessee, 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. 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 EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A 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 22nd day of October, 2021.

Substitute Trustee, and not Individually

202110280144898

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of this county, C. Tucker Herndon, 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 22nd day of October, 2021

Jordan Puryear
State of Tennessee
Notary Public
Davidson County
My Commission expires 11/6/2024

NOTARY PUBLIC

My Commission Expires: 11-6-2024

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $525,000.00.

AFFIANT

Subscribed and sworn before me on 22nd day of October, 2021.

NOTARY PUBLIC

My Commission Expires: 11-6-2024

Jordan Puryear
State of Tennessee
Notary Public
Davidson County
My Commission expires 11/6/2024

Tennessee Certification of Electronic Document

I, Kristie Putman, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on October 22, 2021 (date of document).

Kristie Putman
Affiant Signature

October 26, 2021
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 26 day of October, 2021.

Karen Hillebrand
Notary's Signature

MY COMMISSION EXPIRES 1/3/22

NOTARY'S SEAL

