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Karen Johnson Davidson County
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Fees: $23.00 Taxes: $451.40
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Return to and
Send Tax Bills to New Owner:
Larry Cox
441 Beauchamp Cir
Franklin TN 37067
Tax/Parcel No: **011 00 0 133.00**

SUBSTITUTE TRUSTEE'S DEED

THIS DEED, made and entered into this 24th day of January, 2022, by Clear Recon, LLC, Substitute Trustee ("Grantor"), and Larry Cox, 441 Beauchamp Cir, Franklin TN 37067 ("Grantee").

WHEREAS, by a certain Deed of Trust (the "Deed of Trust") dated September 6, 2006, and duly recorded in the Register's Office for Davidson County, Tennessee, at Instrument No. 20060915-0114595, Joseph H. Davis (the "Borrowers(s)"), did grant and convey the property hereinafter described, in trust to secure to Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B. payment of a certain negotiable and promissory note (the "Note") dated September 6, 2006, in the principal sum of $157,500.00, said note being payable to Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B., or the holder thereof, reference to which Deed of Trust is made for a more particular description of said note; and

WHEREAS, the Deed of Trust was assigned to Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, by Assignment of Deed of Trust duly recorded in the Register's Office for Davidson County, Tennessee on June 24, 2019 at Instrument No. 20190624-0060961; and

WHEREAS, the Grantor was duly appointed Substitute Trustee by virtue of that certain Substitution of Trustee recorded in the Register's Office for Davidson County, Tennessee, on January 25, 2021 at Instrument No. 20210125-0010225; and

WHEREAS, demand was made for payment of the Note secured by the Deed of Trust, payment of which was in default, and the obligation secured by the Deed of Trust was declared due and payable as provided in the Note and Deed of Trust; and

WHEREAS, it is provided in said Deed of Trust that upon default being made in the payment of the debt thereby secured, the Trustee, upon being requested so to do by the holder of said note, should sell the property therein; and

WHEREAS, default was made in the payment of the debt secured by the Note and Deed of Trust, and the Substitute Trustee having been requested by the holder of the Note to make sale of the hereinafter described property, and the said Trustee, pursuant to the terms of the Deed of Trust, and Tennessee law, caused the Notice of Substitute Trustee's Sale ("Notice of Sale") which provided that the property hereinafter described would be sold on October 28, 2021, at 11:00 a.m. local time at the main entrance to the Davidson County Courthouse, located in Nashville, Tennessee, to be published in The Ledger - Nashville Edition, a newspaper of general circulation in Davidson County, Tennessee, on 10/1/2021, 10/8/2021, and 10/15/2021; a copy of the Notice of Sale was sent to the Borrower(s), the current owner of the property hereinafter described and all other parties who appeared to have an interest in the property as reflected in the of the Register's Office of Davidson County, Tennessee, and following such Notice of Sale, the default was not cured; and

WHEREAS, on October 28, 2021, it was announced that the sale was postponed to December 9, 2021, and thereafter, subsequently postponed to January 20, 2022, with notice of each postponement sent in conformity with the provisions of the Deed of Trust and Tennessee law;

WHEREAS, pursuant to said advertisement and notice, on January 20, 2022, on or about 11:00 a.m. local time at the main entrance to the Davidson County Courthouse, located in Nashville, Tennessee, the Substitute Trustee did offer the hereinafter described property for sale at public auction to the highest bidder and after opening the floor for competitive bids, sold the hereinafter described property to the Grantee for the sum of $122,000.00.

NOW THEREFORE, in consideration of the premises and said sum of money, the receipt of which is hereby acknowledged, Clear Recon, LLC, Substitute Trustee, does hereby grant, transfer and convey unto Larry Cox, its successors and assigns, the following described property, to-wit:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATE, LYING AND BEING IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE TO WIT:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 1 ON THE DAVID B. ALLEN AND MARCELLE J. ALLEN SUBDIVISION, OF RECORD IN BOOK 6050, PAGE 504, REGISTRY'S OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

THE IMPROVEMENTS THEREON BEING COMMONLY KNOWN AS 2745 GREER ROAD, GOODLETTSVILLE, TENNESSEE 37072.

BEING THE SAME LOT OR PARCEL OF GROUND WHICH BY DEED DATED AUGUST 5, 2002 AND RECORDED AMONG THE LAND

RECORDS OF DAVIDSON COUNTY IN INSTRUMENT #20020814-0098453, WAS GRANTED AND CONVEYED BY FEARNLEY & CALIFF, FLLC-HUD, UNTO JOSEPH H. DAVIS.

PROPERTY ADDRESS: 2745 Greer Rd, Goodlettsville, TN 37072

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouses effective share, homestead, dower, courtsey and all other exemptions, as provided in, but only to the extent provided in the Deed of Trust.

This conveyance is made subject to the rights of the United States to redeem the land as provided for in 26 U.S.C. §7425(d)(1). A copy of the notice required by 26 U.S.C. §7425(b) to be given to the United States and a copy of the written response of the United States to said notice, is attached hereto, made a part hereof and marked as Exhibit "A" and Exhibit "B" respectively.

This conveyance is made subject to (1) any and all unpaid ad valorem taxes plus penalty and interest, if any, that may be a lien upon the Property; (2) any and all liens, defects encumbrances, adverse claims, and other matters which may take priority over the Deed of Trust; (3) any statutory right of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might have not been waived by such governmental agency; (4) applicable covenants, restrictions, building setbacks, easements, and all conditions as shown with respect to the aforementioned Property in the Register's Office of Davidson County, Tennessee; (5) any governmental zoning and subdivision ordinances or regulations in effect thereon; (6) the accuracy of the Index Book of the said Register's Office; and (7) any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representation or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. Grantor makes no representation or warranty relating to title or any physical, environmental, health or safety conditions existing in, on, at or relating to the Property, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions are expressly disclaimed.

IN WITNESS WHEREOF, Clear Recon, LLC, Substitute Trustee has hereunto affixed his hand and seal as of the day and year first above written.

Jennifer Pierce
Clear Recon, LLC, Substitute Trustee
Vice President

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me, Jennifer Pierce, Vice President of Clear Recon, LLC, with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Vice President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 24th day of January, 2022.

Notary Public

My Commission Expires: 11/11/24

CARLEY WILEY NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 11, 2024

STATE OF GEORGIA

COUNTY OF FULTON

To the best of the knowledge and belief of the undersigned, the Actual Consideration or True Value, whichever is greater, for this transfer is $122,000.00.

Aldridge Pite, LLP

By: _____
Jennifer Pierce

Sworn to and subscribed before
me this 24th day of January, 2022.

Notary Public

CARLEY WILEY NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 11, 2024

1509-017A