Karen Johnson Davidson County
Batch# 881501 DEEDTRSMD
06/30/2022 08:15:30 AM 6 pgs
Fees: $33.00 Taxes: $370.00
20220630-0075651

Prepared by and Returnable to:
David M. Anthony, Successor Trustee
ANTHONY LEGAL PLLC
818 18th Avenue South, Tenth Floor
Nashville, Tennessee 37203
615-869-0634

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Catamount Properties 2018, LLC 2015 Manhattan Beach Blvd. Redondo Beach, CA 90278	**New Owner**	**142-06-0-B-214.00 CO**

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this 22nd day of June, 2022, by and between David M. Anthony, in his capacity as Successor Trustee, and not individually (the "Grantor"), and Catamount Properties 2018, LLC (the "Grantee"); and

WHEREAS, Marva P. Tiller acquired improved property located at 810 Bellevue Rd, Unit 214, Building # 32, Nashville, Tennessee 37221, by that *Warranty Deed* of record at Book 9363, Page 647, Register of Deeds Office for Davidson County, Tennessee, which conveyance was expressly subject to easements, restrictive covenants and conditions, and other matters of record; and

WHEREAS, by that *Master Deed Establishing a Horizontal Property Regime "Peppertree", Creekside Meadows Condominiums* dated July 15, 1974, of record in Book 4834, Page 257, Register's Office of Davidson County, Tennessee, as subsequently amended, including at Book 6874, Page 354 (collectively referred to as the "Master Deed") and those *Bylaws for the Administration of Creekside Meadows Association, Inc.*, of record in Book 4834, Page 297, Register's Office of Davidson County, Tennessee (collectively referred to as the "Declarations"), James H. Brewer, as Trustee for Developer, submitted and subjected all of the land described therein to all the provisions, covenants, conditions and restrictions set forth in said Master Deed and Declarations; and

WHEREAS, Creekside Meadows Association, Inc. is the duly created governing body for the owners of all the units subjected to said Master Deed and amendments to the Master Deed; and

WHEREAS, the Master Deed and Declarations create a lien in favor of Creekside Meadows Association, Inc. for assessments for common charges and expenses, attorney's fees and costs incurred for collection duly levied against the lots, including the Property, subject to said Master Deed and Declarations; and

WHEREAS, there has been a default with respect to the obligation to pay assessments for common expenses with regard to a certain lot, subject to the Master Deed and Declarations, and described more specifically herein, and Creekside Meadows Association, Inc., has asserted a lien on such lot by that Notice of Lien of record at Instrument No. 20120309-0020693, Register's Office for Davidson County, Tennessee, as well as a judgment lien for unpaid assessments at Instrument No.

20150911-0092274, Register's Office for Davidson County, as well as a lien under the Master Deed and Declarations for other and later amounts due to Creekside Meadows Association, Inc.; and

WHEREAS, Creekside Meadows Association, Inc., the owner and holder of the lien created by the Master Deed and Declarations, has demanded payment of the delinquent assessments as to the property, and payment has not been made (as well as subsequent amounts coming due), and the said Association has directed that the property be sold pursuant to the provisions of the Master Deed and Declarations, as well as applicable Tennessee law (including Tenn. Code Ann. § 66-27-415); and

WHEREAS, for the limited purpose of enforcement of said lien, all of the property subjected to the said Master Deed was transferred and conveyed unto James H. Brewer, Trustee, his successors and assigns, and David M. Anthony was duly appointed Successor Trustee in an instrument of record in Instrument No. 20220517-0056864, Register's Office for Davidson County, Tennessee; and

WHEREAS, David M. Anthony, in his capacity as Successor Trustee, and not individually, caused to be published a *Notice of Successor Trustee's Sale* (issued on May 20, 2022)(the "Sale Notice") in accordance with the provisions of said Master Deed, Declarations, and applicable Tennessee law (including Tenn. Code Ann. § 35-5-101 *et. seq*. and § 66-27-415), providing that the Property would be sold on Wednesday, June 22, 2022, at 10:00 a.m. 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 Sale Notice, Master Deed, Declarations, and applicable Tennessee law; and

WHEREAS, Grantor, as Successor Trustee, personally appeared and offered said property for sale at such sale date and time, at public outcry, and the highest, best, and last bid received was the sum of One-Hundred Thousand and No/100 Dollars ($100,000.00) by Grantee and, as a result, said Property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of One- Hundred Thousand and No/100 Dollars ($100,000.00) cash in hand paid by the Grantee, Grantor has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its successors and assigns, the title and interest that Grantor has the right to sell and convey under the Master Deed, Declarations, and applicable Tennessee law 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 by that *Warranty Deed* of record at Book 9363, Page 647, Register of Deeds Office for Davidson County, Tennessee, as follows.

> A certain Condominium Apartment in Davidson County, Tennessee, being Unit No. 214, Building 32, and Garage No. 3, on the Plan of "Peppertree", Creekside Meadows Condominiums of record in Book 4675, Page 128 and 130, Register's Office for Davidson County, Tennessee, which plan and record thereof are incorporated herein and made a part hereof by reference.
>
> Being the same property conveyed to Marva P. Tiller by that *Warranty Deed* of record at Book 9363, Page 647, Register of Deeds Office for Davidson County, Tennessee.

Map & Parcel No.: 142-06-0-B-214.00 CO

Street Address: The street address of the property is believed to be 810 Bellevue Road, Unit 214, Nashville, TN 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. The Legal Description is drawn from recorded documents or provided by third parties, and the Grantor 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 Grantor covenants with the said Grantee that he is lawfully seized and possessed of said real property as Successor Trustee only and, by the terms of the above-mentioned Master Deed and Declarations, in his capacity as Successor 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 Master Deed and Declarations, 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 rights held by the Grantor. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Grantor, as Successor 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 Grantee, its successors and assigns, against the lawful claims of any person claiming by or through him as Successor Trustee, but no further or otherwise, it being the intention of the Grantor only to convey to Buyer no greater title in the subject real estate than he received as Successor Trustee and that, as Successor 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.

Grantor makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Grantor sells and conveys the subject real property by this Trustee's Deed as Successor Trustee only, and not individually.

WITNESS my hand this 22nd day of June, 2022.

David M. Anthony, Successor 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, Successor 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 June, 2022.

NOTARY PUBLIC

LENA ANTHONY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 9-8-2025

My Commission Expires: 9/8/25

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

AFFIANT

Subscribed and sworn before me on this 22nd day of June, 2022.

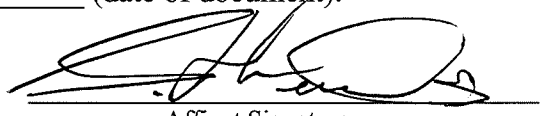
NOTARY PUBLIC

My Commission Expires: 9/8/25

LENA ANTHONY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 9-8-2025

Tennessee Certification of Electronic Document

I, G Hercules, 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 6/22/2022 (date of document).



Affiant Signature

6/28/22

Date

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 2_____.

_____

Notary's Signature

MY COMMISSION EXPIRES:_____

NOTARY'S SEAL

See certificate attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT GOVERNMENT CODE § 8202

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28th day of June, 2022,
by *Date* *Month* *Year*
(1) Gaidka Anna Cherise Coker Hercules, AKA Gia Hercules
(and (2) N/A),
Name(s) of Signer(s)
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

A. BECERRIL
Notary Public - California
Los Angeles County
Commission # 2401285
My Comm. Expires May 2, 2026

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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