Karen Johnson Davidson County
Batch# 926945 DEEDTRS
10/07/2022 10:51:59 AM 4 pgs
Fees: $23.00 Taxes: $196.10
20221007-0110637

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.:**
1 Public Homes, LLC **5133 Harding Pike, Ste. B-10 # 185** **Nashville, Tennessee 37205**	**New Owner**	**147-03-0-A-013.00 CO**

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this 4th day of October, 2022, by and between David M. Anthony, in his capacity as Successor Trustee, and not individually (the "Grantor"), and 1 Public Homes, LLC (the "Grantee"); and

WHEREAS, Julzian, LLC, a Texas Limited Liability Company, acquired improved property located at 441 Harding Place A-13, Nashville, Tennessee 37211, by that *Warranty Deed* of record at Instrument No. 20181113-0111908, 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 Harding Place Condominium*, of record at Book 6104, Page 725, Register of Deeds Office for Davidson County, Tennessee, and the *By-Laws for Harding Place Condominium*, of record at Book 6104, Page 763, said Register of Deeds Office (collectively referred to as the "Declarations"), Harding Manor Associates, as Owner, 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, Harding Place Condominium Association, Inc. is the duly created governing body for the owners of all the units subjected to said Master Deed and Declarations; and

WHEREAS, the Master Deed and Declarations create a lien in favor of Harding Place Condominium Association, Inc. for assessments for common charges and expenses, attorney's fees and costs incurred for collection duly levied against the lots 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 property subject to the Master Deed and Declarations and described more specifically herein, and Harding Place Condominium Association, Inc. has asserted a lien on the property by that *Notice of Lien* of record at Instrument No. 20190625-0061650, Register's Office for Davidson County, Tennessee, as well as a lien under the Master Deed and Declarations for all other and later amounts due to the HOA; and

WHEREAS, Harding Place Condominium 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 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 Stephen C. Baker, Trustee, his successors and assigns, and David M. Anthony has been duly appointed Successor Trustee in an instrument of record in Instrument No. 20220831-0098186, 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 September 9, 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 Monday, October 3, 2022, at 11:00 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 Fifty-Three-Thousand and No/100 Dollars ($53,000.00) 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 Fifty-Three-Thousand and No/100 Dollars ($53,000.00) 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 Instrument No. 20181113-0111908, Register of Deeds Office for Davidson County, Tennessee, as follows.

> Unit A-13, of Harding Place Condominium created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by Master Deed, of record in Book 6104, page 725, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plat of Harding Place Condominium of record in Book 5200, Page 571-572, said Register's Office, for a more complete identification and description of said unit.
>
> Being the same property conveyed to Julzian, LLC, a Texas Limited Liability Company, by the Warranty Deed of record at Instrument 20181113-0111908, Register of Deeds Office for Davidson County, Tennessee.

Map & Parcel No.: 147-03-0-A-013.00 CO

Street Address: The street address of the property is believed to be 441 Harding Place A-13, Nashville, Tennessee 37211, 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 4th day of October, 2022.

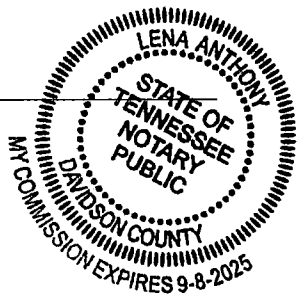
David M. Anthony, Successor Trustee, and not Individually

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 4th day of October, 2022.

NOTARY PUBLIC



My Commission Expires: 9/8/25

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $53,000.00.

AFFIANT

Subscribed and sworn before me on this 4th day of October, 2022.

NOTARY PUBLIC

My Commission Expires: 9/8/25

