This instrument prepared by:
SHAUN K. RAMEY
424 Church Street, Suite 2000
Nashville, TN 37229

Karen Johnson Davidson County
Batch# 945454 DEEDTRS
11/29/2022 11:34:32 AM 5 pgs
Fees: $28.00 Taxes: $851.00
20221129-0125117

Address New Owner as follows:	Send Tax Bills To:	Parcel No.:
Wildcat Lending Fund Two, LP 4800 Dexter Dr. Plano, TX 75093	Wildcat Lending Fund Two, LP 4800 Dexter Dr. Plano, TX 75093	043-13-0-388.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered on this 16th day of November, 2022, by Shaun K. Ramey, Substitute Trustee ("Trustee" or "Substitute Trustee").

WHEREAS, by *Deed of Trust, Assignment of Rents & Leases and Security Instrument* dated October 14, 2021 recorded Instrument No. 20211029-0145684, (the "Deed of Trust"), in the Register's Office of Davidson County, Tennessee (the "Register's Office"), conveyed to Michael B. Schwegler, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Wildcat Lending Fund Two, LP (the "Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender appointed Michael B. Schwegler to serve as Trustee in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender appointed Shaun K. Ramey to serve as Substitute Trustee (now referred to as the Trustee or Substitute Trustee) in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Substitute Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Substitute Trustee caused notice to be published in *The Nashville Ledger* that the Property (defined below) would be sold at 12:00 P.M. on November 11, 2022, at the front door of the Historic Metro County Courthouse, 1 Public Square, Nashville TN

37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 21, 2022, October 28, 2022, and November 4, 2022; and

WHEREAS, the Substitute Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, on the day of the originally scheduled sale date, the Substitute Trustee cried a continuance of the foreclosure sale to November 14, 2022 at 11:00 A.M. to be held at the front door of the Historic Metro County Courthouse, 1 Public Square, Nashville, TN 37219 as authorized by the *Deed of Trust, Assignment of Rents & Leases and Security Agreements*; and

WHEREAS, the Substitute Trustee appeared at the time and place specified, and shortly after 11:00 A.M. Central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to Wildcat Lending Fund Two, LP in response to its bid at the price of Two Hundred Thirty Thousand and 00/100 dollars ($230,000.00), this being the highest, last, and best bid.

NOW, THEREFORE, I, Shaun K. Ramey, Substitute Trustee as aforesaid, in consideration of the premises and the sum of $230,000.00 by these presents do transfer and convey unto Wildcat Lending Fund Two, LP, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with all easements and other appurtenances to the Real Property (defined below) and with all tenements, emblements, servitudes, rights, ways, privileged, advantages and hereditaments, including all buildings, structures and other improvements, minerals and mineral rights, flowers, shrubs, crops, trees, and timber; and

TOGETHER with all Leases, as defined in said Deed of Trust, including but not limited to any now owned or hereafter acquired agreements for the lease or use of all or any portion the Property, as defined herein, whether written or oral, and all rents, incomes, profits, accounts and payments derived therefrom, all instruments and negotiable instruments constituting a rent or payment of rent, all deposit accounts into which rents, rental incomes, lease proceeds or instruments may be deposited and all deposits made in connection with the operation of debtor's business related to the Property, including any and all escrow deposits, tax deposits, security deposits and cleaning deposits; and

TOGETHER with all the trade, domestic and ornamental fixtures now or hereafter attached to the Real Estate, and all accessions and additions thereto and replacements thereof, including, but not limited to, the following items, which are hereby recognized by the parties to this Instrument as fixtures: all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, circuits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, communications apparatus, towers, antennae, boiler, ranges, furnaces, oil burners and units thereof, appliances, air-cooling and air-circulating apparatus, central vacuum cleaning systems, elevators, escalators, shades, awnings, doors, screens, storm doors and window, stoves, refrigerators, freezers, attached cabinets, shelves, partitions, ducts compressors, rugs, carpets, tiling, linoleum, and other floor coverings, chandeliers and other lighting fixtures, paneling,

woodwork, molding, millwork, and other decorative trim work, ceiling tiles and panels, draperies and electrical wiring, telephone lines, LAN lines, TCP, IP, cabling and other data lines, computer networking cabling and other systems including wireless systems, internal and external audio or video systems, and point of sale systems, and therein situated in Davidson County, Tennessee, described as follows (the "Real Property"), and more particularly described as follows, to wit:

Certain real property situated in Davidson County, Tennessee, and described as follows, to-wit:

Being part of Lots 42 and 43 of Block "I" on the Plan of Forest Park Subdivision, of record in Book 843, page 44, Register's Office for Davidson County, Tennessee and more particularly described as follows:

Beginning at a point in the west margin of Forest Park Road, 151.5 feet south of Elm Street; thence westerly 215 feet to a point, which is 154 feet south from Elm Street; thence southerly 76.5 feet to a point; thence easterly 215 feet, more or less, to the west margin of Forest Park Road, thence with the margin of the same, northerly 74.5 feet to the point of beginning.

Being the same property conveyed to Christopher M. Russo by Warranty Deed from Music City Holdings, LLC, a Texas Limited Liability Company, dated July 20, 2021, of record in Instrument No. 20210728-0101545, Register's Office for Davidson County, Tennessee.

The Property is improved property known as **310 Forest Park Road, Madison, TN 37115.**

This conveyance is free from the equity of redemption, statutory rights of redemption, homestead, dower, curtesy, exemption rights, and all other rights and interests of Grantor, all of which are hereby expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an **AS IS, WHERE IS** condition, and without representation or warranty from Substitute Trustee as to any matter whatsoever, and by accepting this Substitute Trustee's Deed, Grantee represents and warrants that is has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Substitute Trustee. Without limiting the foregoing, **SUBSTITUTE TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUBSTITUTE TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS").** Grantee accepts title to the Property and/or improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting this Substitute Trustee's Deed, Grantee agrees to indemnify and hold the Substitute Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Mechanic's and/or materialmen's lien filed of record at Instrument No. 20220715-0081572, said Register's Office.

2. . Mechanic's and/or materialmen's lien filed of record at Instrument No. 20220722-0084169, said Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

WITNESS the signature of the Substitute Trustee on this day and the date first above written.

SHAUN K. RAMEY,
SUBSTITUTE TRUSTEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Alison Altshuler, a Notary Public of the State and County aforesaid, personally appeared SHAUN K. RAMEY, with whom I am personally acquainted (or proved to me on a basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Substitute Trustee, and that he as such Substitute Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Substitute Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 22nd day of November, 2022.

Notary Public 3-3-2025

My commission expires: 3-3-2025

ALISON ALTSHULER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 3-3-2025

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is Two Hundred Thirty Thousand and 00/100 Dollars ($ 230,00.00).

Affiant

Subscribed and sworn to before me
this the 22 day of November, 2022.

Notary Public

My Commission expires: 3-3-2025

ALISON ALTSHULER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 3-3-2025