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Karen Johnson Davidson County
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02/08/2023 02:57:46 PM 5 pgs
Fees: $28.00 Taxes: $669.70
20230208-0009325

Return to and
Send Tax Bills to New Owner:
PROPERTY FUND 629 LLC
5133 HARDING PIKE
SUITE B10 # 185
NASHVILLE, TN 37205
Tax/Parcel No: **00400012300**

SUBSTITUTE TRUSTEE'S DEED

THIS DEED, made and entered into this 3rd day of February, 2023, by Clear Recon, LLC, Substitute Trustee ("Grantor"), and PROPERTY FUND 629 LLC, 5133 HARDING PIKE, SUITE B10 # 185, NASHVILLE, TN 37205, ("Grantee)

WHEREAS, by a certain Deed of Trust (the "Deed of Trust") dated August 3, 2015, and duly recorded in the Register's Office for Davidson County, Tennessee, at Instrument No. 20150810-0079414, as modified at Instrument Number 20181105-0109238, Jason A Wooden (the "Borrowers(s)"), did grant and convey the property hereinafter described, in trust to secure to Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Churchill Mortgage Corporation, its successors and assigns, payment of a certain negotiable and promissory note (the "Note") dated August 3, 2015, in the principal sum of $129,731.00, said note being payable to Churchill Mortgage Corporation, its successors and assigns, 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 Wilmington Savings Fund Society, FSB, as trustee of Stanwich Mortgage Loan Trust I, by Assignment of Deed of Trust duly recorded in

the Register's Office for Davidson County, Tennessee on May 7, 2021 and Instrument No. 20210507-0061574; 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 August 1, 2022 and Instrument No. 20220801-0087425; 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 September 13, 2022, at 10:00 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 8/5/2022, 8/12/2022, and 8/19/2022; 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 September 13, 2022, it was announced that the sale was postponed to January 23, 2023, with notice of postponement sent in conformity with the provisions of the Deed of Trust and Tennessee law;

WHEREAS, pursuant to said advertisement and notice, on January 23, 2023, on or about 10:00 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 $181,000.00.

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 PROPERTY FUND 629 LLC, its successors and assigns, the following described property, to-wit:.

Tract One:

LAND in the 14th, formerly the 24th, Civil District of Davidson County, Tennessee, as described according to an unrecorded survey made by John D. Sprouse, Surveyor, dated May 21, 1990, as follows:

BEGINNING at an iron pin in the westerly margin of Huffman Road, said iron pin being the northeast corner of Robert O. Woodard, et ux, appearing of record in Deed Book 5535, Page 291, in the R.O.D.C.T., being the southeast corner of Steven Clay Wooden, et ux, appearing of record in Deed Book 6033, Page 651, in the R.O.D.C.T., and continuing as follows: thence with the margin of said road N 37 deg. 04' 14" E, 23.87 feet; thence N 31 deg. 49' 03" E, 65.37 feet; thence N 27 deg. 21' 16" E, 68.10 feet to an iron pin in said margin of said road being then northeast corner of this tract of land; thence leaving said margin of road with a new line N 80 deg. 14' 59" W, 716.54 feet to an iron pin; thence N 88 deg. 29' 50" W, 510.00 feet to an iron pin in the easterly R.O.W. of U.S. Highway No. 431, said iron pin being the southwest corner of Eddie Lee Shockney, et ux, appearing of record in Deed Book 4834, Page 118, in the R.O.D.C.T., and being the northwest corner of this tract of land; thence with the R.O.W. of said highway S 16 deg. 55' 32" E, 80.86 feet; thence N 73 deg. 04' 28" E, 15.00 feet; thence S 16 deg. 55' 32" E, 154.00 feet to a fence post being the northwest corner of Charles S. Moss, et ux, appearing of record in Deed Book 3942, Page 996, in the R.O.D.C.T., and being the southwest corner of this tract of land; thence with the line of said Moss S 85 deg. 42' 22" E, 672.09 feet to an iron pin being the northeast corner of said Moss and the northwest corner of said Woodard; thence with the line of said Woodard N 60 deg. 58' 03" E, 191.21 feet to an iron pin; thence S 66 deg. 54' 57" E, 234.53 feet to the point of BEGINNING, containing 5.044 acres, more or less, as surveyed by John D. Sprouse, License No. 957, dated May 21, 1990.

Being the same property conveyed to Steven Clay Wooden by quitclaim deed from Connie Sue Wooden of record in Instrument Number 20080211-0013395 Register's Office for Davidson County, Tennessee dated 1/31/2008 and recorded on 2/11/2008. The said Steven Wooden having since died intestate on January 27, 2014. The Estate of Steven Wooden was probated in the Seventh Circuit Court for Davidson County, Tennessee (Probate Division) (No. 14P-244) Zara Nicole Roe, Cecil Clay Wooden and Mellissa K. Vaugnh are the heirs at law of Steven Wooden and are the Grantors herein.

Zara Nicole Wooden has been appointed as Conservator for Cecil Clay Wooden by the Seventh Circuit Court for Davidson County, Tennessee

(Probate Division). See In Re Cecil Wooden Docket No. 14P-2076. Pursuant to the Order Appointing Conservator the sale of the subject property by Zara Nicole Wooden as Conservator was approved by said Court.

Being the same property conveyed to Jason Allen Wooden, unmarried by deed from Estate of Steve Clay Wooden, as of record in Instrument No. 20150810-0079413, Register's Office for Davidson County, Tennessee.

PROPERTY ADDRESS: 8443 Sycamore Creek Rd, Joelton, TN 37080

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, curtsey and all other exemptions, as provided in, but only to the extent provided in the Deed of Trust.

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.

Craig Smith
Clear Recon, LLC, Substitute Trustee
Vice President

STATE OF Tennessee

COUNTY OF Hamilton

Personally appeared before me, Craig Smith, 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 3rd day of February, 2023.

HEATHER HELTON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY
MY COMMISSION EXPIRES 11-23-2025

Notary Public

My Commission Expires: 11-23-25

STATE OF Tennessee

COUNTY OF Hamilton

To the best of the knowledge and belief of the undersigned, the Actual Consideration or True Value, whichever is greater, for this transfer is $181,000.00.

Aldridge Pite, LLP

By:
Craig Smith

Sworn to and subscribed before me this 3rd day of February, 2023.

Notary Public

HEATHER HELTON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY
MY COMMISSION EXPIRES 11-23-2025

2191-2490A