FILE NO.: FREM-22-03126

Karen Johnson Davidson County
Batch# 969035 DEEDTRS
02/08/2023 03:01:22 PM 3 pgs
Fees: $18.00 Taxes: $821.40

20230208-0009328

Prepared by and Return to:
Rubin Lublin TN, PLLC
1661 International Drive, Suite 400
Memphis, TN 38120
FREM-22-03126

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
1 PUBLIC HOMES LLC	1 PUBLIC HOMES LLC	034070A11600CO
5133 HARDING PIKE SUITE B10 #185 NASHVILLE, TN 37205	5133 HARDING PIKE SUITE B10 #185 NASHVILLE, TN 37205	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated May 3, 2019 and recorded May 17, 2019, at **Instrument Number 20190517-0046508**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **CAMILLE MARIE ELVORD-JACKY and BARBARA J. ELVORD and SCOTT AARON JACKY** ("Borrower") conveyed to MARK ROSSER, Trustee, certain real property as described below (the "Property") to secure the payment of a certain indebtedness described in the Deed of Trust including, without limitation, that evidenced by a certain promissory note executed on May 3, 2019, (the "Note"), which obligation is presently held by **FREEDOM MORTGAGE CORPORATION**; and

WHEREAS, demand was made for the payment of the Note secured by the Deed of Trust referenced above, the payment of which was in default, and the obligation secured by the Deed of Trust referenced above was declared due and payable as provided in the Note and Deed of Trust, but the obligation was not paid; and

WHEREAS, Lender, the holder of the Note evidenced by the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Rubin Lublin TN, PLLC, was duly appointed as Substitute Trustee in the place and stead of MARK ROSSER, said appointment being set forth in **Instrument Number 20220613006674**6 in said Register's Office; and

WHEREAS, the Substitute Trustee caused a diligent search of the military records for each known Borrower in compliance with the Service Members Civil Relief Act, and as such the foreclosure of this property is not subject to the provisions of 50 U.S.C. § 501, et seq.; and

WHEREAS, the Substitute Trustee caused a diligent search of the bankruptcy records for each known Borrower and determined that Substitute Trustee was not subject to an automatic stay in bankruptcy both at the time foreclosure proceedings commenced and the time the Property was sold; and

WHEREAS, the Substitute Trustee caused notice to be published as provided for under T.C.A. §35-5-104 and as provided in the Deed of Trust and Note in The Tennessee Tribune that the Property would be sold on November 3, 2022, at 10:00 AM At the main entrance to the Davidson County Courthouse located at 1 Public Square, Nashville, TN 37201, located in Nashville, Tennessee, such advertisement appearing in said newspaper on September 29, 2022, October 6, 2022, October 13, 2022 a copy of such notice was sent to the parties required under T.C.A. § 35-5-101(e) prior to the first publication date written above, and following such notice the default was not cured; and

WHEREAS, the Substitute Trustee subsequently postponed the sale in accordance with T.C.A. § 35-5-101(f), if required; and

WHEREAS, on January 5, 2023, the Substitute Trustee appeared and offered the property for sale, and after opening the floor for competitive bids, sold said Property to **1 PUBLIC HOMES LLC** at the price of **Two Hundred Twenty-Two Thousand and 00/100 ($222,000.00)** this being the highest, last and best bid.

NOW, THEREFORE, Rubin Lublin TN, PLLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of Two Hundred Twenty-Two Thousand and 00/100 ($222,000.00) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **1 PUBLIC HOMES LLC** ("Grantee"), its successors and assigns, all of its right, title and interest in and to the Property, including without limitation, the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIDSON, STATE OF TN, AND IS DESCRIBED AS FOLLOWS: ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT: SITUATED IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 96 ON THE PLAN OF HARBOR VILLAGE, PHASE IV, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS ACCORDING TO THE DECLARATION OF COVENANTS OF THE PLAT ATTACHED THERETO IN INSTRUMENT NO. 20030723-0102986, WHICH REVIVES AND AMENDS INSTRUMENT NO. 20030611-0080857, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION THEREOF.

The source of title is recorded as Instrument Number 20190517-0046507, in the Register's Office for Davidson County, Tennessee.

This property is now or was formerly known as 371 HARBOR VILLAGE DR, MADISON, TN 37115.

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

Said sale will be subject to any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien upon the Property; any and all liens, defects, encumbrances, adverse claims, and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had; 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 might not have been waived by such governmental agency; applicable covenants, restrictions, building setbacks, easements, and to all conditions as shown with respect to the aforementioned Property in the Register's Office of Davidson County, Tennessee; any governmental zoning and subdivision ordinances or regulations in effect thereon; the accuracy of the Index Book of the said Register's Office; and any other matters which an accurate survey of the Property might disclose.

FILE NO.: FREM-22-03126

The Property is conveyed AS IS WHERE IS, without representations 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.

WITNESS the signature of the Substitute Trustee on this the 30th day of January, 2023.

Rubin Lublin TN, PLLC

MB

Printed Name: Michael L. Baringer
Title: Authorized Signer, Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, Najah Jones, of the state and county aforesaid, personally appeared, Michael L. Baringer, Authorized Signer of Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself/herself to be an Authorized Signer of Rubin Lublin, LLC, a Limited Liability Company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Limited Liability Company by himself/herself as such officer.

WITNESS my hand and seal at office in Peachtree Corners, Georgia, on this the 30th day of January, 2023.

N. Jones

Notary Public

NAJAH JONES NOTARY EXPIRES GEORGIA SEPT. 22, 2026 PUBLIC FULTON COUNTY

My commission expires:

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $ 222,000.00.

WITNESS my hand on this 8 day of February, 2023.

Printed Name: Grantee/Agent

Sworn to and subscribed before me this on this the 8 day of February, 2023.

Notary Public

My commission expires: March 3, 2025

MEGAN THORNTON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires March 3, 2025