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Karen Johnson Davidson County
Batch# 1009886 DEEDTRS
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Fees: $23.00 Taxes: $1,147.00
20230601-0041314

Return to and
Send Tax Bills to New Owner:
Spartan Properties LLC
1632 Robindale Dr
Hermitage TN 37076
Tax/Parcel No: **09800002200**

SUBSTITUTE TRUSTEE'S DEED

THIS DEED, made and entered into this 25th day of May, 2023, by Clear Recon, LLC, Substitute Trustee ("Grantor"), and Spartan Properties LLC, 1632 Robindale Dr, Hermitage TN 37076, ("Grantee").

WHEREAS, by a certain Deed of Trust (the "Deed of Trust") dated May 23, 2003, and duly recorded in the Register's Office for Davidson County, Tennessee, at Instrument No. 20030604-0075939, Jennifer Lytle and husband, Phillip Lytle (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 America's Wholesale Lender, its successors and assigns, payment of a certain negotiable and promissory note (the "Note") dated May 23, 2003, in the principal sum of $82,400.00, said note being payable to America's Wholesale Lender, 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 LoanCare, LLC, by Assignment of Deed of Trust duly recorded in the Register's Office for Davidson County, Tennessee on January 18, 2023 at Instrument No. 20230118-0003947; 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 February 2, 2023 at Instrument No. 20230202-0007816; 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 April 20, 2023, at 11:00 a.m. local time at the front entrance of The Historic Davidson County Courthouse, located in Nashville, Tennessee, to be published in The Ledger, a newspaper of general circulation in Davidson County, Tennessee, on 3/17/2023, 3/24/2023, and 3/31/2023; 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 April 20, 2023, it was announced that the sale was postponed to May 4, 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 May 4, 2023, on or about 11:00 a.m. local time at the front entrance of The Historic 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 $310,000.00.

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 Spartan Properties LLC, its successors and assigns, the following described property, to-wit:.

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY MARGIN OF NEW HOPE ROAD, being the southwest corner of the Dr. H.B. Wilson property; THENCE ALONG SAID MARGIN SOUTH 23 DEGREES 6 MINUTES EAST 197.30 FEET; THENCE NORTH 74 DEGREES 24 MINUTES EAST

171.09 FEET; THENCE NORTH 7 DEGREES 56 MINUTES WEST 108.40 FEET; THENCE NORTH 82 DEGREES 57 MINUTES WEST 229.04 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO PHILIP P. LYTLE AND WIFE, JENNIFER J. LYTLE BY DEED FROM WALTER T. WAISNER AND WIFE, DANNI C. WAISNER OF RECORD IN BOOK 6805, PAGE 396, DATED MARCH 14, 1986, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

PROPERTY ADDRESS: 5935 South New Hope Road Hermitage, TN 37076

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, courtsey 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 25th day of May, 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 $310,000.00.

Aldridge Pite, LLP
By:
Craig Smith

Sworn to and subscribed before me this 25th day of May, 2023.

Notary Public

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

1154-2237A