Karen Johnson Davidson County
Batch# 1018851 DEEDTRS
06/26/2023 10:41:30 AM 5 pgs
Fees: $28.00 Taxes: $1,968.54
20230626-0048358

Prepared by and Return to:
Rubin Lublin TN, PLLC
1661 International Drive, Suite 400
Memphis, TN 38120
BSI-23-01702

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
EF MORTGAGE LLC	**EF MORTGAGE LLC**	**105 16 0 006.00**
314 S. Franklin Street, PO Box 517, Attn: Cashiering Titusville, PA, 16354	**314 S. Franklin Street, PO Box 517, Attn: Cashiering Titusville, PA, 16354**	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated August 9, 2022 and recorded August 12, 2022, at **Instrument Number 20220812-0091869**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **HOMEOFCAPITAL LLC** ("Borrower") conveyed to RACHAEL RUIZ, 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 August 9, 2022, (the "Note"), which obligation is presently held by **EF MORTGAGE LLC**; 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 RACHAEL RUIZ, said appointment being set forth in **Instrument Number 20230508-0034032** 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 June 15, 2023, at 10:00 AM at the Davidson County Historic Courthouse, Nashville, Tennessee, located in Nashville, Tennessee, such advertisement appearing in said newspaper on May 18, 2023, May 25, 2023, June 1, 2023, 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, on June 15, 2023, the Substitute Trustee appeared and offered the property for sale, and after opening the floor for competitive bids, sold said Property to **EF MORTGAGE LLC** at the price of **Five Hundred Thirty-Two Thousand Thirty-Six and 74/100 ($532,036.74)** 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 Five Hundred Thirty-Two Thousand Thirty-Six and 74/100 ($532,036.74) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **EF MORTGAGE 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:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 25, SECTION TWO, RUSSWUM HEIGHTS, AS OF RECORD IN BOOK 2083, PAGE 101, REGISTER`S OFFICE FOR DAVIDSON COUNTY. SAID LOT NO.25 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF SOUTHERN TURF DRIVE, THE SAME BEING THE COMMON CORNER OF LOTS 25 AND 26, THENCE WESTWARDLY WITH NORTHERN MARGIN OF SOUTHERN TURF DRIVE 22.99 FEET TO A MONUMENT; THENCE CONTINUING WESTWARDLY WITH THE NORTHERLY MARGIN OF SOUTHERN TURF DRIVE 71.23 FEET TO A MONUMENT; THENCE AROUND AN ARC TO THE RIGHT 31.42 FEET TO A MONUMENT IN THE EASTERLY MARGIN OF WAYCROSS DRIVE; THENCE NORTHWARDLY WITH THE EASTERLY MARGIN OF WAYCROSS DRIVE 64.51 FEET TO A MONUMENT; THENCE CONTINUING WITH THE EASTERLY MARGIN OF WAYCROSS DRIVE. 50.69 FEET TO A POINT, SAID POINT BEING A COMMON CORNER OF LOTS 24 AND 25; THENCE EASTWARDLY WITH THE DIVIDING LINE BETWEEN LOTS 24 AND 25; 114.8 FEET TO A MONUMENT; THENCE SOUTHWARDLY WITH THE DIVIDING LINE BETWEEN LOTS 25 AND 26, 109.3 FEET TO THE POINT OF BEGINNING.

The source of title is recorded at Instrument Number 20220812-0091868, in the Register's Office for Davidson County, Tennessee.

This property is now or was formerly known as 516 SOUTHERN TURF DRIVE, NASHVILLE, TN 37211.

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.

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 23 day of June, 2023.

Rubin Lublin TN, PLLC

Printed Name: Jonathan Laster
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, Jonathan Laster, 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 23 day of June, 2023.

Notary Public

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

My commission expires:

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The actual consideration or value, whichever is greater, for this transfer is $532,036.74.

WITNESS my hand on this 23 day of June, 2023.

Printed Name: Jonathan Laster
Title: authorized Signer, Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC as Trustee/Agent

Sworn to and subscribed before me this on this the 23 day of June, 2023.

Notary Public

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

My commission expires:

20230626004835B

TENNESSEE NOTARIAL CERTIFICATE
(Original Version of The Electronic Document)

I, Jeffrey C. Horn **, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this is a true and correct copy of the original document executed on** 6/23/23 **and authenticated according to law.**

Jeffrey C. Horn
Signature

6/23/23
Date

State of Georgia

County of Gwinnett

Personally appeared before me Najah Jones **, a notary public for this county and state,** Jeffrey C. Horn **who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.**

N. Jones
Notary's Signature

6/23/23
Date

Seal (if on paper)

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

My Commission Expires:

20230626004358

TENNESSEE NOTARIAL CERTIFICATE
(Original Version of The Electronic Document)

I, Jeffrey C. Horn, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed on 6/23/23 and authenticated according to law.

Jeffrey C. Horn
Signature

6/26/23
Date

State of Georgia

County of Gwinnett

Personally appeared before me Najah Jones, a notary public for this county and state, Jeffrey C. Horn who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

N. Jones
Notary's Signature

6/26/23
Date

Seal (if on paper)

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

My Commission Expires: