Karen Johnson Davidson County
Batch# 1037592 DEEDTRS
08/11/2023 02:01:14 PM 5 pgs
Fees: $28.00 Taxes: $1,665.00
20230811-0062549

This instrument prepared by:
SHAUN K. RAMEY
333 Commerce Street, Suite 1425
Nashville, TN 37013

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	042-01-042.00

SUCCESSOR TRUSTEE'S DEED

This Trustee's Deed is made and entered on this 25th day of July, 2023, by Shaun K. Ramey, Substitute Trustee ("Trustee").

WHEREAS, by *Deed of Trust, Assignment of Rents & Leases and Security Instrument* dated February 4, 2022, of record at Instrument Number 20220222-0020262, and which was amended and restated in that Note and Deed of Trust Modification Agreement effective November 3, 2022, of record at Instrument Number 20221102-0118390, and which was amended and restated in that Second Note and Deed of Trust Modification Agreement effective December 18, 2022, of record at Instrument Number 20230124-0005539 (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 b 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;

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 effective May 2, 2023, of record at Instrument Number 20230509-0034406 Register's Office;

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 originally be sold at 12:00 P.M. on June 9, 2023, 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 May 19, 2023, May 26,2023, and June 2, 2023;

WHEREAS, the sale was continued by the Substitute Trustee at the day and time originally designated in the notice to July 7, 2023 at 12:00 P.M., at which point the sale was continued again on July 7, 2023 to July 21, 2023 at 12:00 P.M. at the same location;

WHEREAS, the Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and sent subsequent written notice of the new postponed sale date of July 21, 2023, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Trustee appeared at the time and place specified in the Foreclosure Notice and the subsequent cried continuances, and shortly after 12:00 P.M. Central time on July 21, 2023, 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 Four Hundred Fifty Thousand Dollars ($450,000.00), this being the highest, last, and best bid.

NOW, THEREFORE, I, Shaun K. Ramey, Trustee as aforesaid, in consideration of the premises and the sum of $450,000.00, 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 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 of the Property, as defined herein, whether written or oral, and all rents, income, 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:

Land in Davidson County, Tennessee, being Lot No. 54 on the Plan of Ozark Hills, as of record in Book 3700, page 20, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Christopher A. Young and wife, Heather C. Young by deed from Cendant Mobility Government Financial Services Corporation, a Delaware corporation, dated June 17, 2004, of record in Instrument No. 20040625-0075996, Register's Office for Davidson County, Tennessee.

The Property is an improved property known as **1043 Nesbitt Drive, Nashville, TN 37207.**

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 Trustee as to any matter whatsoever, and by accepting this Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligence 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 Trustee. Without limiting the foregoing, **TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, 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 Trustee's Deed, Grantee agrees to indemnify and hold the 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. General or special taxes and assessments required to be paid in the year 2023 and subsequent years for Map-Par. 042-01-0-042.00.

2. Davidson County taxes for 2022, Map-Par. 042-01-0-042.00, $3,205.43, UNPAID, plus penalty, interest, and cost, if any.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 7737, page 33, 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 Trustee on this day and the date first above written.

[remainder of page intentionally left blank]

SHAUN K. RAMEY
SUBSTITUTE TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Alexus R. Williams, 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 Trustee, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee.

Witness my hand and seal at office in Nashville, Tennessee, on this 8th day of August, 2023.

ALEXUS R WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 1-4-2027

Alexus R. Williams
Notary Public
My commission expires: 1-4-27

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is Four Hundred Fifty Thousand Dollars ($450,000.00).

Affiant

Subscribed and sworn to before me on
this the 8th day of August, 2023.

Alexus R. Williams
Notary Public
My Commission expires: 1-4-27

ALEXUS R WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 1-4-2027