Karen Johnson Davidson County
Batch# 1053007 DEEDTRS
09/22/2023 12:45:01 PM 3 pgs
Fees: $18.00 Taxes: $1,258.00
20230922-0074669

**PREPARED BY:**
Padgett Law Group
5100 Poplar Avenue, Ste 2208
Memphis, TN 38137
TDP File No.: 22-001770-3

# SUBSTITUTE TRUSTEE'S DEED

This instrument was made on this 7th day of September 2023, by and between Padgett Law Group, Substitute Trustee, and The Michaels LLC.

WITNESSETH:

THAT, WHEREAS, on October 6, 1999, Hanh V. Nguyen and Hong Van Tran, duly executed and acknowledged a Deed of Trust, recorded in Book 11696, Page 939 ("Deed of Trust") in the Register's Office for Davidson County, Tennessee, conveying to FLMS, Inc., Trustee for AmSouth Bank, the hereinafter described real estate, to secure payment of an indebtedness and the performance of the obligations therein mentioned, together with fees and costs necessary to enforce the collection thereof, said note being incorporated in said Deed of Trust by reference, said real estate being more particularly bounded and described as follows:

> Being Lot No. 1 on the Plan of Neal Subdivision Revised, of record in Plat Book 8250, page 311, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to Hanh V. Nguyen and wife, Hong Van Tran, by deed from Hieu H. T. Le and wife, Tran H. Vo, as of record in Book 11696, page 936, Register's Office for Davidson County, Tennessee.

Street Address: The street address of the property is believed to be 315A/315B Foxglove Drive, Nashville, TN 37211, but such address is not part of the legal of the property. In the event of any discrepancy, the legal of the property herein shall control.

No updated boundary survey has been obtained at the time of this conveyance.

WHEREAS, Padgett Law Group, was appointed and designated Substitute Trustee under the aforesaid Deed of Trust pursuant to an instrument of record in the aforesaid Register's Office as Instrument No. 20220407-0040724; and

WHEREAS default was made in the terms and conditions of said Deed of Trust, and the owner and/or holder of said obligations directed the Substitute Trustee to foreclose said Deed of Trust in accordance with the terms and provisions thereof and to sell the real estate above described; and

WHEREAS the Substitute Trustee did advertise the sale of said real estate herein described, as provided in said Deed of Trust, in a local newspaper of general circulation/published in Davidson County, Tennessee, to-wit, The Nashville Ledger, giving the time, place and terms of said sale. Such advertisement appearing in said newspaper on July 14, 2023; July 21, 2023; and July 28, 2023.

WHEREAS, pursuant to T.C.A. § 35-5-101, Notice of the Foreclosure Sale including date, time, location, and terms of the sale was timely given by mailing a copy of the Notice of Sale by registered or certified mail, return receipt requested, to all parties entitled to said notice and following such notice the default was not cured.

WHEREAS, the Substitute Trustee has conducted a diligent search of the Defense Manpower Data Center website 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 therein contained.

WHEREAS, on the 7th day of September, 2023, at the hour of 11 o`clock AM, local time, at the Davidson County Historic Courthouse, One Public Square, Nashville, TN 37201, the time and place fixed in the advertised Notice of Sale, the foregoing described real estate was offered for sale at public auction to the last, highest and best bidder, and being cried for a reasonable time, was finally sold to The Michaels LLC, at a bid of $340,000.00, being the highest and best bid, which purchase price was paid to the undersigned Substitute Trustee and then applied by said Substitute Trustee as directed and provided in said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and the said purchase price bid and paid, Padgett Law Group, as Substitute Trustee, does hereby grant, bargain, sell, transfer, and convey unto The Michaels LLC the real estate hereinbefore described, TO HAVE AND TO HOLD the same, together with all of the hereditaments, improvements, buildings, easements and appurtenances therein and thereunto belonging and appertaining, and free from the right and equity of redemption, homestead, dower and all other exemptions of any and every kind in the makers of said Deed of Trust, and warrants the title to the aforesaid real property against the lawful claims of all persons claiming through and under said makers, as such Substitute Trustee, but not further or otherwise.

This conveyance is SUBJECT TO any rights of redemption held by federal or state governmental authorities (if noted herein), priority tax liens, prior encumbrances, objections, building lines and easements, conditions, restrictions, any current or delinquent ad valorem property taxes which may be recorded or applicable to said property, including any applicable personal property, business, or other local taxes, and any other matter of record.

IN WITNESS WHEREOF, Padgett Law Group, Substitute Trustee hereunto set its hand and seal the day and year first above written.

**Timothy D. Padgett, PA D/B/A Padgett Law Group, a Professional Association, Substitute Trustee**

By: Renee Kammer

Printed Name: **Renee Kammer**

Authorized Signatory

**STATE OF TENNESSEE**
**COUNTY OF SHELBY**

Before me, a Notary Public in and for said state and county, personally appeared Renee Kammer 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 signatory of Timothy D. Padgett, PA D/B/A Padgett Law Group, a Professional Association, the within bargainor, and that he/she as such authorized signatory, executed the foregoing Instrument for the purpose therein contained, by signing the name of Timothy D. Padgett, PA D/B/A Padgett Law Group, a Professional Association.

WITNESS my hand, at office, this 7th day of September 2023.

Notary Signature: Kevin Monroe

KEVIN MONROE
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMMISSION EXPIRES 12-21-2026

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $340,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

**STATE OF TENNESSEE**
**COUNTY OF SHELBY**

Subscribed and sworn to before me on the date written above.

Notary Signature:

KEVIN MONROE
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY
MY COMMISSION EXPIRES 12-21-2026

Responsible Taxpayer and Property Owner:

**The Michaels LLC**
**1602 Newstead Terrace**
**Brentwood, TN 37027**

Map/Parcel Number: 133 15 0 020.00