This instrument prepared by: Walter N. Winchester, Esq.
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Karen Johnson Davidson County
Batch# 1089329 DEEDTRS
01/08/2024 12:19:30 PM 4 pgs
Fees: $23.00 Taxes: $1,628.00
20240108-0001507

Responsible Taxpayer and Property Owner:

Ameris Bank
140 Towne Center Blvd.
Pooler, GA 31322

CLT No. 053-00-0-015.00

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $440,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, this 5th day of January, 2024.

Pamela M. Hopper
Notary Public

My Commission Expires: 2/2/25

PAMELA M. HOPPER STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

SUCCESSOR TRUSTEE'S DEED

This instrument made this the 5th day of January, 2024, by and between **Walter N. Winchester, Successor Trustee,** of Sumner County, Tennessee, party of the first part, and **Ameris Bank,** party of the second part.

WITNESSETH:

THAT, WHEREAS, on August 11, 2017, Taylor King DDS Holding, LLC executed and delivered the Deed of Trust of record at **Instrument No. 20170818-0084916** in the Register's Office for Davidson County, Tennessee, conveying to J. David Wicker, Trustee, the hereinafter described real estate to secure payment of its debts owing to Fidelity Bank, now known as Ameris Bank, together with fees and costs necessary to enforce the collection thereof, said debt being incorporated in said Deed of Trust by reference, said real estate being more particularly bounded and described as follows:

Land lying in the 4th Civil District of Davidson County, Tennessee, being a part of Tract No. 22 of the unrecorded plan of the holdings of Nashville Industrial Corporation, at Old Hickory, and being further known and identified as Lot No. 5 on the unrecorded map showing the survey for the "Wilson Subdivision", and described according to copy of survey thereof made by Donald A. Ramsay, Registered Engineer, dated April, 1964, as follows: Beginning at a point

in the northeasterly margin of the By-Pass Highway to Donelson at the common corner of Lots Nos. 4 and 5; thence with the line between said lots, north 33 deg. 03 min. 30 sec. east 165.03 feet to the southwesterly right-of-way line of the Tennessee Central Railroad; thence with said right-of-way, north 48 deg. 20 min. west 71 feet to a corner of Lot No. 6; thence with the line between Lots Nos. 5 and 6, south 33 deg. 26 min. 30 sec. west 180.65 feet to the margin of said By-Pass Highway; thence with the margin of the same, south 60 deg. 07 min. 30 sec. east 53.2 feet to a point, and continuing south 64 deg. 29 min. 30 sec. east 17.8 feet to the point of beginning.

Being the same property conveyed to Taylor King DDS Holding, LLC, by Warranty Deed, from Richard W. Spencer a/k/a Richard Wayne Spencer, dated August 11, 2017, recorded August 18, 2017, of record in Instrument Number 20170818-0084915 in the Register's Office for Davidson County, Tennessee.

INCLUDED in the above description, but expressly excluded from this conveyance is the Right-of-Way for Highway Purposes conveyed to the State of Tennessee by deed of record in Book 4990, Page 152, said Registers Office for Davidson County, Tennessee.

WHEREAS, on November 6, 2023, Walter N. Winchester of Sumner County, Tennessee, was appointed and designated Successor Trustee under the aforesaid Deed of Trust pursuant to the terms and conditions of said Deed by Ameris Bank, said Appointment being of record at **Instrument No. 20231208-0094955** in the Register's Office for Davidson County, Tennessee; and

WHEREAS, default has been made in the payment of the above-described debts, which total amount was past due at the time the foreclosure of said Deed of Trust was begun, and the owner and/or holder of said debt directed the party of the first part to foreclose said Deed of Trust in accordance with the terms and provisions thereof and to sell the real estate above described; and

WHEREAS, party of the first part did advertise the sale of said real estate herein described, as provided in said Deed of Trust, in a local newspaper published in Davidson County, Tennessee, to-wit, the *Tennessee Ledger,* giving the time, place and terms of said sale; and

WHEREAS, on January 5, 2024, at Noon local time, the sale was convened in front of the Davidson County Register's Office at the Bridgestone Arena, 501 Broadway, Nashville, Davidson County, Tennessee, the time and place as set forth in the Notice of Sale, and the Notice was read and the foregoing described real estate was offered for sale at public auction FOR CASH to the last, highest and best bidder free from all equitable rights of redemption, statutory right of redemption, homestead, dower, marital share and all other exemptions and redemptive rights of every kind, the same having been waived by the terms of said Deed of Trust, and being cried for a reasonable time, was finally sold to the party of the second part, at a bid of $440,000.00 party of the second part being the highest and best bidder, which purchase price was paid to party of the first part and then applied by party of the first part as directed and provided in said Deed of Trust.

NOW, THEREFORE, in consideration of the premises and the said purchase price bid and paid, party of the first part, as Successor Trustee, does hereby grant, bargain, sell, transfer, and convey unto the said party of the second part 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 all persons claiming through and under said makers.

Party of the first part as Successor Trustee, does hereby transfer, assign, and set over unto the party of the second part, its (their) heirs, executors, administrators, representatives, successors and assigns, all of the covenants and warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Successor Trustee, but no further or otherwise; provided, however, this conveyance is SUBJECT TO any rights of redemption held by federal or state governmental authorities (if noted herein), priority tax liens, prior encumbrances, deeds of trusts, assignments, judgments, liens, objections, conditions, restrictions and 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.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, party of the first part has hereunto set ~~his hand and seal~~ the day and year first above written.

Walter N. Winchester, Successor Trustee

STATE OF TENNESSEE)
:ss
COUNTY OF KNOX)

Personally appeared before me, a duly commissioned Notary Public in and for the County and State aforesaid, Walter N. Winchester, Successor Trustee, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand at office this the 5th day of January, 2024.

Notary Public

My Commission Expires: 2/2/25

PAMELA M. HOPPER
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY

True Copy Certification

I, **Pamela M. Hopper**, do hereby make oath that I am the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on January 5, 2024.

Pamela M. Hopper
Affiant Signature

January 5, 2024

STATE OF TENNESSEE

COUNTY OF KNOX

Sworn to and subscribed before me this 5th day of January, 2024.

Notary's Signature

MY COMMISSION EXPIRES: January 10, 2026

