Name and address of new owner:
APG Rentals, LLC
P.O. Box 50
Dudley, MO 63936

Send Tax Bills:
APG Rentals, LLC
P.O. Box 50
Dudley, MO 63936

Karen Johnson Davidson County
Batch # 1114904 DEEDTRS
03/25/2024 01:30:42 PM 3 pgs
Fees: $18.00 Taxes: $2,693.51
20240325-0020584

Prepared by:
David G. Mangum
Attorney at Law
2303 8th Avenue South
Nashville, TN 37204

MAP/GROUP/PARCEL: 043-01-0-227.00 & 043-01-0-100.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, under a Deed of Trust dated March 9, 2023, of record at Instrument No.: 20230313-0017907, Register's Office for Davidson County, Tennessee, **Taylormade Contracting, LLC**, conveyed to D. Dylan Potter, Trustee, the hereinafter described property to secure the therein mentioned indebtedness to APG Rentals, LLC; and,

WHEREAS, by instrument recorded at Instrument No.: 20240131-0006904, said Register's Office, the lawful owner and holder of the indebtedness described in and secured by the aforementioned Deed of Trust, nominated and appointed David G. Mangum as Substitute Trustee; and

WHEREAS, default having been made in the terms, conditions, and payments made and provided for in said Deed of Trust, and the lawful owner and holder of said indebtedness having declared the entire debt and interest due and payable; and

WHEREAS, the lawful owner and holder of said indebtedness having requested David G. Mangum, Substitute Trustee, to sell said property in satisfaction of the indebtedness; and

WHEREAS, I, David G. Mangum, Substitute Trustee, did give 21 days notice of the time, place and terms of the sale by an advertisement in three weekly publications in the *Davidson AM* section of the *Tennessean*, a newspaper published in Davidson County, Tennessee, said advertisement appearing in the editions of said newspaper under the dates of February 16, 2024, February 23, 2024 and March 1, 2024 stating that on Friday, March 8, 2024 at Noon in the hallway outside of the Davidson County Register of Deeds Office located inside the Bridgestone Arena, 501 Broadway, Nashville, Tennessee said property hereinafter described would be sold to the best and highest bidder for cash at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions which are expressly waived in said Deed of Trust, but subject to any and all unpaid real estate taxes; and,

WHEREAS, as announced on said date and time mentioned above at said location, the sale was postponed to Friday, March 22, 2024 at Noon at the same location; and,

WHEREAS, I, David G. Mangum, Substitute Trustee, did comply with Tennessee Code Annotated, Section 35-5-101, and as amended by Title 35-5-117, House Bill 3588, enacted by the General Assembly of the State of Tennessee on April 12, 2010 and effective on or after July 1, 2010 in regards to "owner-occupied" property.

WHEREAS, on said date at the time and place stated in said advertisement, and on said terms, I, David G. Mangum, Substitute Trustee, offered said property for sale at public outcry and sold said property to **APG Rentals, LLC**, its successors and assigns for **$727,975.71**, which amount was the highest, best, and last bid.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE SUM of the highest, best, and last bid, as set out above, cash in hand paid, the receipt of which is hereby acknowledged, I, **David G. Mangum, Substitute Trustee**, do hereby bargain and sell, and by these presents transfer and convey unto the said **APG Rentals, LLC**, (hereinafter referred to as Grantee), its successors and assigns, the following described property, to wit:

Tract 1: (043-01-0-227.00)
A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Lot 3, Resubdivision of Lot "1", W.P. Ready Subdivision of the E.H. Thornton Tract, as shown on plat of record in Book 8250, Page 286, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Property being more particularly described as follows:
Beginning at an iron rod in the Southerly right-of-way of Shannon Avenue, a corner of the property conveyed to Marilyn H. Swinea, of record in Book 4716, Page 435, in the Register's Office of Davidson County, Tennessee; thence with said margin of said right-of-way, North 79 degrees 13 minutes 11 seconds East 250.09 feet to an iron road, a corner to the property conveyed to Robert J. Martin, of record in Deed Book 7419, Page 511, in said Register's Office; thence, with the line of Martin, South 10 degrees 26 minutes 07 seconds East 271.12 feet to an iron rod; thence, South 79 degrees 55 minutes 10 seconds West 247.94 feet to an iron rod; thence, North 10 degrees, 53 minutes, 38 seconds West 268.09 feet to the point of beginning and containing 1.5 acres, more or less.

Tract 2: (043-01-0100.00)
A parcel of land in Davidson County, Tennessee, being the Easterly 71 feet of the Northerly 289 feet of Lot 1, on the corrected Map of the W.P. Ready Subdivision of the E.H. Thornton Tract, as of record in Book 332, Page 110, Register's Office for Davidson County, Tennessee. Said part of said Lot fronts 71 feet on the Southerly side of Shannon Avenue, and extends back between parallel lines, 289 feet to a dead line in the rear.

DEED REFERENCE:
Being the same property conveyed to Taylormade Contracting, LLC, a Tennessee limited liability company by Quitclaim deed from Phillip Taylor, an unmarried man, of record in Instrument No.: 20190708-0066394, Register's Office for Davidson County, Tennessee, dated July 01, 2019 and recorded on July 08, 2019.

This description was taken from the deed of trust being foreclosed on of record at Instrument No. 20230313-0017907, said Register's Office.

MAP/GROUP/PARCEL: 043-01-0-227.00 & 043-01-0-100.00
PROPERTY ADDRESS: 0 Shannon Avenue, Nashville, TN 37115 as shown on the tax maps of Assessor of Property for Davidson County, TN.

This sale is subject to any and all unpaid real estate taxes; restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all prior liens or encumbrances against said real property. Said sale is further subject to matters that an accurate survey of the property might disclose.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title, and interest thereto belonging to said Grantee, its successors and assigns forever, but subject to said real estate taxes and aforementioned Deed of Trust.

And I do further transfer and assign unto the said Grantee all the rights and benefits of the covenants and warranties in said Deed of Trust in as full and ample manner as under it, I can or should do, but I convey and assign as Trustee and not any further or otherwise.

WITNESS my hand on this the 22nd day of March, 2024.

David G. Mangum, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, David G. Mangum, Substitute Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 22nd day of March, 2024.

Notary Public

KELLIE RILEY STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF CHEATHAM

My Commission Expires: 09/26/2027

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is **$727,975.71**.

Affiant

Subscribed and sworn before me, this 22nd day of March, 2024.

Notary Public

KELLIE RILEY STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF CHEATHAM

My Commission Expires: 09/26/2027

DGM File #76156