Karen Johnson Davidson County
Batch # 1134249 DEEDTRS
05/13/2024 12:45:23 PM 4 pgs
Fees: $23.00 Taxes: $1,063.75
20240513-0035073

FILE NO.: 23-26128

THIS INSTRUMENT PREPARED BY:
BROCK & SCOTT, PLLC
4360 Chamblee Dunwoody Road, Suite 310
Atlanta, GA 30341

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Desiree Clark, Jonathan Clark and Lorita F. Marsh conveyed to Jonathan R. Vinson as Trustee for the benefit of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for F & M Bank, the hereinafter described property for the purpose of securing payment of the indebtedness and performance of the obligations therein mentioned and set forth in a Deed of Trust dated March 22, 2021 and recorded on March 23, 2021 in Instrument No. 20210323-0038187, in the Office of the Register of Deeds of Davidson County, Tennessee, and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to **Citizens Bank NA**; and

WHEREAS, Citizens Bank NA f/k/a RBS Citizens NA, being the holder of the debt secured, appointed the undersigned as Substitute Trustee by instrument of record in Instrument No. 202310170081238 in the Office of the Register of Deeds of Davidson County, Tennessee; and

WHEREAS, default has been made in the payment of said indebtedness and the performance of said obligations thereby secured to be paid and performed, and the holder of said Deed of Trust requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, the property was advertised for sale in conformity with the laws of Tennessee and the terms and provisions of said Deed of Trust on November 2, 2023, November 9, 2023, and November 16, 2023; and

WHEREAS, if the original sale date was postponed, such sale was postponed in accordance with the provisions of T.C.A. 35-5-101(f), and all announcements and notifications were made as required therein, and

WHEREAS, at the time and place mentioned in referenced advertisement the undersigned's agent, offered said property for sale at public outcry at the Davidson County Courthouse on April 23, 2024 at 10:00 AM to the highest and best bidder for cash, at which sale PROPERTY FUND 629 LLC., being the best, highest and last bidder, became the purchaser of said property at and for the sum of $287,500.00; and

WHEREAS, PROPERTY FUND 629 LLC. has complied with the terms of sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance of the purchase price being credited on the indebtedness secured by said Deed of Trust; and

NOW, THEREFORE, in consideration of the premises and of payment by PROPERTY FUND 629 LLC. as aforesaid, of the said sum of money, receipt of which payment is hereby acknowledged, Brock & Scott, PLLC, as Substitute Trustee, does hereby grant, bargain, sell and convey unto PROPERTY FUND 629 LLC., its/his/her successors and assigns, in fee simple forever, the following described real property situated in the County of Davidson, State of Tennessee:

LAND in Davidson County, Tennessee, being Unit No. 60, Phase 1, on the Plan of Rowhouses at Robinson Road, a Horizontal Property Regime with Private Elements, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, as established by Declaration of Covenants, Conditions and Restrictions for Rowhouses at Robinson Road, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20190423-0037385 as amended in Instrument No. 20190627-0062402, and in Instrument No. 20200116-0005698, and in Instrument No. 20201203-0140753, and further amended in Instrument No. 20210224-0022939 and see Attorney's Certificate of record in Instrument No. 20200406-0036201, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto. Reference is hereby made to the Plan of Rowhouses at Robinson Road, shown on Exhibits "C1" and "C2" to the First Amendment to the Declarations of record in Instrument No. 20190627-0062402, Register's Office for Davidson County, Tennessee, for a more complete identification and description of said unit.

Jonathan Clark, although not a Borrower hereunder or otherwise obligated to pay any amounts due under the Note secured hereby, joins in this conveyance for the purpose of conveying, pledging or otherwise transferring his entire ownership interest in the above described property as security for the Note secured hereby. The said Jonathan Clark hereby acknowledges that this Deed of Trust shall constitute a lien and encumbrance on the title to the above described property.

Property commonly known as: 2301 Patrick Ave, Old Hickory, TN 37138.

THIS CONVEYANCE IS SUBJECT TO any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Deed of Trust.

The Property is conveyed AS IS, WHERE IS, without representations or warranties of any kind whatsoever, where 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.

IN TESTIMONY WHEREOF, **Attorney Blair Weatherly** of Brock & Scott, PLLC as Trustee, has hereunto set his/her hand, this 6 day of May, 2024.

Brock & Scott, PLLC

By: _____
Brock & Scott, PLLC
Blair Weatherly
Substitute Trustee

STATE OF GEORGIA
COUNTY OF DEKALB

Before me, a Notary Public in the State and County aforementioned personally appeared Blair Weatherly, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be an Attorney of Brock & Scott, the within named bargainor a PLLC, and that such person as such Attorney executed the forgoing instrument for the purpose therein contained by signing the name of the PLLC by such person as Attorney.

WITNESS my hand and Notarial Seal the day and year above written.

Notary Public

My Commission Expires: _____

STATE OF GEORGIA
COUNTY OF DEKALB

I hereby swear or affirm that to the best of my knowledge, belief and information, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $287,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Blair Weatherly - as Agent

Subscribed and sworn to before me on this 6 day of May, 2024.

Notary Public

My Commission Expires: _____

Brock & Scott File No.: 23-26128
Property Address: 2301 Patrick Ave, Old Hickory, TN 37138
Tax Parcel I.D. No.: 044090B06000CO
Property Owner and Tax Notices:
PROPERTY FUND 629 LLC.
5133 Harding Pike, Ste B10 #185
Nashville, TN 37205