Karen Johnson Davidson County
Batch# 1155506 DEEDTRS
07/08/2024 01:51:30 PM 4 pgs
Fees: $23.00 Taxes: $6,512.00
20240708-0051093

Prepared By and Returnable to:

BURR & FORMAN LLP (WSM)
222 Second Avenue South, Suite 2000
Nashville, Tennessee 37201

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Embree Capital Markets Group, Inc. 4747 Williams Drive Georgetown, TX 78633	SAME AS NEW OWNER	14900035400 14900039000

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a certain Purchase Money Deed of Trust and Assignment of Rents (Commercial Purposes), dated June 30, 2017, by CH-2827 Murfreesboro Pike Nashville, TN LLC, a Florida limited liability company, to Old Republic National Title Insurance Company, Trustee, of record as Instrument No. 20170703-0066668, Register's Office for Davidson County, Tennessee ("Register's Office") as assigned by that certain Assignment of Commercial Mortgage, Assignment of Rents and Security Instrument, dated August 19, 2021, of record as Instrument No. 20220317-0030940, Register's Office for Davidson County, Tennessee and as amended by that certain Amendment to Purchase Money Deed of Trust and Assignment of Rents, dated April 24, 2024, of record in Instrument No. 20240522-0038311, Register's Office for Davidson County, Tennessee (collectively the "Deed of Trust"); and

WHEREAS, Whitney Sport McElroy has been appointed Substitute Trustee by Embree Capital Markets Group, Inc., the owner and holder of the Indebtedness secured by said Deed of Trust, by an instrument of record in 20240528-0039525, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, Whitney Sport McElroy, in her capacity as Substitute Trustee, and not Individually caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 12:00 o'clock p.m., prevailing central time on Tuesday, July 2, 2024, at the Front Door of the Davidson County Courthouse, One Public Square, Nashville, Tennessee 37201 to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, Whitney Sport McElroy, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of ONE MILLION SEVEN HUNDRED SIXTY THOUSAND AND and 00/100 DOLLARS ($1,760,000.00) by Embree Capital Markets Group, Inc., a Texas corporation (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of ONE MILLION SEVEN HUNDRED SIXTY THOUSAND AND and 00/100 DOLLARS ($1,760,000.00) cash in hand paid by the Buyer, Whitney Sport McElroy, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its successors and assigns, the title and interest that Substitute Trustee

has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

Map/Parcel Number: 14900035400 and 14900039000

Land in Davidson County, Tennessee, being Lot No. 3A and 3B on the Plan of Resubdivision of Lot 3, Hamilton Crossings Business Park of record in Plat Instrument No. 20180405-0031957, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to CH-2827 Murfreesboro Pike Nashville TN LLC by Warranty Deed from Apex Bank, fka Bank of Camden of record in Instrument No. 20170703-0066667, Register's Office for Davidson County, Tennessee, dated June 30, 2017 and recorded on July 3, 2017.

The street address of the property is believed to be 801 and 805 Hamilton Crossings, Antioch, Tennessee 37013, but such address is not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its/their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Buyer that she is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in her capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds herself, her successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through her as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, she has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 3rd day of July, 2024.

Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of this county, Whitney Sport McElroy, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 3rd day of July, 2024

NOTARY PUBLIC

My Commission Expires: 3/8/28

EMILY BETTS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-8-2028

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,760,000.00.

AFFIANT

Subscribed and sworn before me on 3rd day of July, 2024.

NOTARY PUBLIC

My Commission Expires:

EMILY BETTS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-8-2028

Tennessee Certification of Electronic Document

I, Emily Betts, do hereby make oath that I am a licensed attorney and/or 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 July 3, 2024 (date of document).

Emily Betts
Affiant Signature

July 8, 2024
Date

State of Tennessee

County of DAVIDSON

Sworn to and subscribed before me this 8 day of July, 2024.

Karen H. Hillebrand
Notary's Signature

MY COMMISSION EXPIRES: 11/3/25

NOTARY'S SEAL

KAREN HILLEBRAND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY