Karen Johnson
Batch # 1167314
08/12/2024 10:39:28 AM
Fees: $23.00 Taxes: $962.00
Davidson County
DEEDTRS
4 pgs
20240812-0060326

Prepared by:
Aldridge Pite, LLP
651 East 4th Street
Suite 200
Chattanooga, Tennessee 37403
Telephone: (844) 470-8804

Return to and
Send Tax Bills to New Owner:
1 Public Homes LLC
5133 Harding Pike
Suite B10 - 185
Nashville TN 37205
Tax/Parcel No: **050 16 0 019.000**

SUBSTITUTE TRUSTEE'S DEED

THIS DEED, made and entered into this 5th day of August, 2024, by Clear Recon, LLC, Substitute Trustee ("Grantor"), and 1 Public Homes LLC, 5133 Harding Pike, Suite B10 – 185, Nashville TN 37205, ("Grantee").

WHEREAS, by a certain Deed of Trust (the "Deed of Trust") dated March 14, 2022, and duly recorded in the Register's Office for Davidson County, Tennessee, at Instrument No. 20220329-0036352, James L. Herron (the "Borrowers(s)"), did grant and convey the property hereinafter described, in trust to secure to Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Open Mortgage, LLC, its successors and assigns, payment of a certain negotiable and promissory note (the "Note") dated March 14, 2022, in the principal sum of $487,500.00, said note being payable to Open Mortgage, LLC, its successors and assigns, or the holder thereof, reference to which Deed of Trust is made for a more particular description of said note; and

WHEREAS, the Deed of Trust was assigned to Finance of America Reverse LLC, by Assignment of Deed of Trust duly recorded in the Register's Office for Davidson County, Tennessee on January 29, 2024 at Instrument No. 20240129-0006157; and

WHEREAS, the Grantor was duly appointed Substitute Trustee by virtue of that certain Substitution of Trustee recorded in the Register's Office for Davidson County, Tennessee, on May 24, 2024 at Instrument No. 20240524-0038834; and

WHEREAS, demand was made for payment of the Note secured by the Deed of Trust, payment of which was in default, and the obligation secured by the Deed of Trust was declared due and payable as provided in the Note and Deed of Trust; and

WHEREAS, it is provided in said Deed of Trust that upon default being made in the payment of the debt thereby secured, the Trustee, upon being requested so to do by the holder of said note, should sell the property therein; and

WHEREAS, default was made in the payment of the debt secured by the Note and Deed of Trust, and the Substitute Trustee having been requested by the holder of the Note to make sale of the hereinafter described property, and the said Trustee, pursuant to the terms of the Deed of Trust, and Tennessee law, caused the Notice of Substitute Trustee's Sale ("Notice of Sale") which provided that the property hereinafter described would be sold on July 16, 2024, at 11:00 a.m. local time at the main entrance to the Davidson Courthouse, located in Nashville, Tennessee, to be published in the Ledger, a newspaper of general circulation in Davidson County, Tennessee, on 5/24/2024, 5/31/2024, and 6/7/2024; a copy of the Notice of Sale was sent to the Borrower(s), the current owner of the property hereinafter described and all other parties who appeared to have an interest in the property as reflected in the of the Register's Office of Davidson County, Tennessee, and following such Notice of Sale, the default was not cured; and

WHEREAS, pursuant to said advertisement and notice, on July 16, 2024, on or about 11:00 a.m. local time at the main entrance to the Davidson Courthouse, located in Nashville, Tennessee, the Substitute Trustee did offer the hereinafter described property for sale at public auction to the highest bidder and after opening the floor for competitive bids, sold the hereinafter described property to the Grantee for the sum of $260,000.00.

NOW THEREFORE, in consideration of the premises and said sum of money, the receipt of which is hereby acknowledged, Clear Recon, LLC, Substitute Trustee, does hereby grant, transfer and convey unto 1 Public Homes LLC, its successors and assigns, the following described property, to-wit:.

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 9 OF SKYVIEW SUBDIVISION, AS OF RECORD IN BOOK 2331, PAGES 54 AND 55, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION OF SAID LOT.

BEING THE SAME PROPERTY CONVEYED TO JAMES L HERRON AND WIFE, HELEN L HERRON IN DEED RECORDED ON JUNE 4, 1976 IN BOOK 5031, PAGE 775. HELEN L HERRON'S INTEREST PASSING TO JAMES L HERRON UPON HER DEATH ON AUGUST 6, 2020.

PIN: 050 16 0 019.00

PROPERTY ADDRESS: 352 Oakview Drive Nashville, TN 37207

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouses effective share, homestead, dower, courtsey and all other exemptions, as provided in, but only to the extent provided in the Deed of Trust.

This conveyance is made subject to (1) any and all unpaid ad valorem taxes plus penalty and interest, if any, that may be a lien upon the Property; (2) any and all liens, defects encumbrances, adverse claims, and other matters which may take priority over the Deed of Trust; (3) any statutory right of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might have not been waived by such governmental agency; (4) applicable covenants, restrictions, building setbacks, easements, and all conditions as shown with respect to the aforementioned Property in the Register's Office of Davidson County, Tennessee; (5) any governmental zoning and subdivision ordinances or regulations in effect thereon; (6) the accuracy of the Index Book of the said Register's Office; and (7) any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representation or warranties of any kind whatsoever, whether 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. Grantor makes no representation or warranty relating to title or any physical, environmental, health or safety conditions existing in, on, at or relating to the Property, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions are expressly disclaimed.

IN WITNESS WHEREOF, Clear Recon, LLC, Substitute Trustee has hereunto affixed his hand and seal as of the day and year first above written.

Craig Smith
Clear Recon, LLC, Substitute Trustee
Vice President

STATE OF Tennessee

COUNTY OF Hamilton

Personally appeared before me, Craig Smith, Vice President of Clear Recon, LLC, with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Vice President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

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

Notary Public

My Commission Expires: 11-23-25

STATE OF Tennessee

COUNTY OF Hamilton

HEATHER HELTON STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY MY COMMISSION EXPIRES 11-23-2025

To the best of the knowledge and belief of the undersigned, the Actual Consideration or True Value, whichever is greater, for this transfer is $260,000.00.

Aldridge Pite, LLP

By: _____

Craig Smith

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

Notary Public

HEATHER HELTON STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY MY COMMISSION EXPIRES 11-23-2025