Karen Johnson Davidson County
Batch # 1168516 DEEDTRS
08/13/2024 11:46:12 AM 4 pgs
Fees: $23.00 Taxes: $1,295.00
20240813-0061198

Prepared by and Returnable to:
David M. Anthony, Successor Trustee
EXO LEGAL PLLC
P.O. Box 121616
Nashville, Tennessee 37212
615-869-0634

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
5133 Harding Pike STE BID #185 Nashville, TN 37205	New Owner	092-02-0-435.00

SUBSTITUTE TRUSTEE'S DEED

This instrument is made and entered into on this 8th day of August, 2024, by and between David M. Anthony, in his capacity as Successor Trustee, and not individually (the "Grantor"), and Property Fund 629 LLC (the "Grantee"); and

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a *Deed of Trust* dated September 30, 2021, of record at Instrument No. 20211001-0132439, Register of Deeds Office for Davidson County, Tennessee, executed by Mustard Seed Living, LLC, to Richard A. Bynum, Trustee, to pledge the hereinafter described real property to secure the payment of certain indebtedness, etc. (the "Indebtedness") as described in said Deed of Trust; and

WHEREAS, Studio Bank, the holder of the Indebtedness secured by said Deed of Trust, replaced said Trustee by naming David M. Anthony as Substitute Trustee by an *Appointment of Substitute Trustee* of record at Instrument No. 20240625-0047369, Register of Deeds Office for Davidson, Tennessee, and authorized the Substitute Trustee to act alone or by a Designated Agent with the powers given the Trustee in said Deed of Trust; and

WHEREAS, David M. Anthony, in his capacity as Substitute Trustee, and not individually ("Substitute Trustee"), caused to be published a *Foreclosure Sale Notice* in accordance with the provisions of said Deed of Trust, provided notice that certain property would be sold on Thursday, August 8, 2024, at 1:00 o'clock p.m., prevailing time, on the steps of the historic Davidson County Courthouse, 1 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, David M. Anthony, Substitute Trustee, personally appeared and offered said property for sale at public outcry, and the highest, best, and last bid received was the sum of $350,001.00 Dollars ($350,001.00) by _____ (hereinafter referred to as the "Buyer") and, as a result, said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of $350,001.00 Dollars ($350,001.00)

cash in hand paid by the Buyer, 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:

Legal Description: The real property is described in the Deed of Trust at Instrument No. 20211001-0132439, Register of Deeds Office for Davidson County, Tennessee.

> Land in Davidson County, Tennessee, being Lot No. 183, Block 9, on the plan of Heffernan Place as of record in Book 161, Page 138, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said lot.
>
> For reference: Said Lot No. 183 fronts 50 feet on the northerly side of Albion Street, and runs back between parallel lines, with the easterly margin of 24th Avenue North, 140 feet to an alley.
>
> Being part of the same property conveyed from Elizabeth Annette Essen, unmarried, to Mustard Seed Living, LLC, a Tennessee limited liability company, by Warranty Deed dated October 4, 2016, recorded October 6, 2016, in Instrument No. 20161006-0105798, in the Register's Office of Davidson County, Tennessee.
>
> Map/Parcel Nos: 092-02-0-435.00

Street Address: The street address of the property is believed to be 2423 Albion Street, Nashville, Tennessee 37208-3207, 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.

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 successors, and assigns forever.

The Substitute Trustee covenants with the said Buyer that he 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 his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable 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 himself, his 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 him 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, he 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 EXPRESSED OR IMPLIED, AND SUBJECT TO ANY PRIOR LIENS OR ENCUMBRANCES, IF ANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO TITLE, MARKETABILITY OF TITLE, POSSESSION, QUIET ENJOINMENT OR THE LIKE AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, QUALITY OR FITNESS FOR A GENERAL OR 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 8th day of August, 2024.

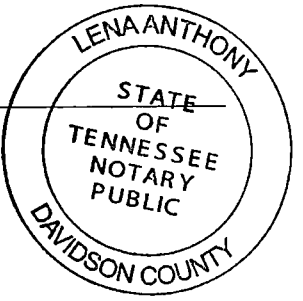
David M. Anthony, Successor Trustee,
and not Individually

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, David M. Anthony, Successor 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 8th day of August, 2024.

NOTARY PUBLIC



My Commission Expires: September 8, 2025

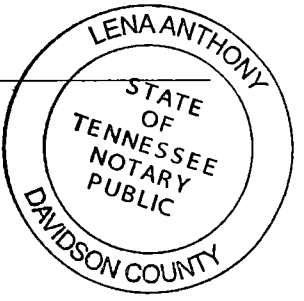
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $350,001.00.

AFFIANT

Subscribed and sworn before me on this 8th day of August, 2024.

NOTARY PUBLIC



My Commission Expires: September 8, 2025