Karen Johnson Davidson County
Batch# 1208331 DEEDTRS
11/25/2024 01:25:30 PM 5 pgs
Fees: $28.00 Taxes: $5,050.50
20241125-0092036

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 No:**
Studio Bank **124 12th Avenue South, Suite 400** **Nashville, Tennessee 37203**	**New Owner**	**105-05-0-398.00**

SUBSTITUTE TRUSTEE'S DEED

This instrument is made and entered into on this 22nd day of November, 2024, by and between David M. Anthony, in his capacity as Successor Trustee, and not individually (the "Grantor"), and Studio Bank (the "Grantee"); and

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a *Construction Deed of Trust* dated February 3, 2022, of record at Instrument 20220215-0017381, Register's Office for Davidson County, Tennessee, ("Deed of Trust"), executed by RK Junior Contracting Services, 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 assignee and 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 20240703-0050236, Register's Office for Davidson County, 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 by applicable law; and

WHEREAS, David M. Anthony, in his capacity as Substitute Trustee, and not individually ("Substitute Trustee"), caused to be published a *Foreclosure Sale Notice* and *Notice of Continuance of Foreclosure Sale* in accordance with the provisions of said Deed of Trust, provided notice that certain property would be sold on Friday, November 22, 2024 at 1:00 o'clock p.m. (CST), prevailing time, at the front (west) door of the 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 One Million Three Hundred and Sixty-Five Thousand and No/100 ($1,365,000.00) by Studio Bank (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 One Million Three Hundred and Sixty-Five Thousand and No/100 ($1,365,000.00) 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 20220215-0017381, Register's Office for Davidson County, Tennessee.

> Land in Davidson County, Tennessee, being the easterly 10 feet of Lot No. 13 and the westerly 30 feet of Lot No 14 on the Plan of Jones & Dudley's Addition of record in Plat Book 57, Page 147, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.
>
> Said Part of the lots front 40 feet on the southerly side of Argyle Avenue and extends back between parallel lines 150 feet to an alley.
>
> Being the same property conveyed to RK Junior Contracting Services, LLC from Family Trust Services, LLC, by *Warranty Deed* recorded at Instrument No. 20210430-0058087, Register's Office for Davidson County, Tennessee.
>
> **Map/Parcel No: 105-05-0-398.00**

Street Address: The street address of the property is believed to be 1017 Argyle Avenue, Nashville, Tennessee 37203, 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 22nd day of November, 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 22nd day of November, 2024.

NOTARY PUBLIC

LEISA ANTHONY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: September 8, 2025

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,365,000.00

AFFIANT

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

NOTARY PUBLIC

LENA ANTHONY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: September 8, 2025

Certificate of Authenticity

I, David M. Anthony, 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 correct copy of the original document executed and authenticated according to law on November 25, 2024.

David M. Anthony
Dated: November 25, 2024

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 25th day of November, 2024.

Notary Public

LENA ANTHONY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: September 8, 2025