Karen Johnson Davidson County
Batch # 1218305 DEEDTRS
12/19/2024 10 42 28 AM 3 pgs
Fees $18 00 Taxes $1,295 00
20241219-0098638

Prepared By: RAMBO & TROTT
104 Depot Street
Shelbyville, Tennessee 37160

Send Tax Bills To:
First Community Bank,
207 Elm Street
Shelbyville, TN 37160

Property Owner:
First Community Bank
207 Elm Street
Shelbyville, TN 37160

MAP: 70.08 F
PARCEL: 1.00 & 2.00
AND
MAP: 92.02OP
PARCEL: 2.00

TRUSTEE'S DEED

THIS INSTRUMENT, made and entered into on this the 17th day of December, 2024, by and between James Scott Cocanougher, Trustee of First Community Bank of Tennessee, its successors and assigns, and First Community Bank of Tennessee, its successors and assigns,

WITNESSETH

WHEREAS, on the 27th day of January, 2023, Kyle Blue Development, LLC a Tennessee Limited Liability Company and Taylormade Contracting, LLC, a Tennessee Limited Liability Company, executed to James Scott Cocanougher, Trustee for First Community Bank of Tennessee, a deed of trust on real estate hereinafter described and registered in Instrument No. 20230131-0007163, Register's Office of Davidson County, Tennessee to the record of which reference is hereby made for a full recital of the terms, powers and provisions therein contained, said deed of trust being to secure a certain indebtedness;

WHEREAS, default having been made in the payment of said indebtedness, First Community Bank of Tennessee, the owner and holder of the notes, having demanded the foreclosure of said deed of trust for the purpose of paying said note, interest and costs therein provided, the Trustee, pursuant to the request of the owner of said note, under and by virtue of the powers vested in him as such Trustee, advertised said real estate on November 22, 2024; November 29, 2024; and December 6, 2024 as required by the terms of said deed of trust, in The Westview Newspaper, LLC dba/THE LEDGER, a newspaper published in Davidson County, Tennessee, and pursuant to said advertisement, on December 17, 2024, at the main entrance to the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee 37243, the said James Scott Cocanougher, Trustee, offered at public outcry to the highest and best bidder, the real estate hereinafter described, for cash free from all exemption and rights of redemption, as provided in said deed of trust, when FIRST COMMUNITY BANK OF TENNESSEE, being the highest and best bidder, and said purchase price having been paid, the receipt of which is hereby acknowledged, has become the purchaser for the sum of Three Hundred Fifty Thousand Dollars and no cents ($350,000.00).

NOW, THEREFORE, for and in consideration of the premises, James Scott Cocanougher, Trustee, has this day bargained and sold and does hereby transfer and convey unto the said First Community Bank of Tennessee, its successors and assigns, the following described real estate lying and being located in Davidson County, Tennessee, to-wit:

Property 1: Map **70 08 F** Parcel **1.00 & 2.00**

Land in Davidson County, Tennessee, being Units A&B of Homes at 1904 Lathan Court, a Horizontal Property Regime with Private Elements located at Nashville, Davidson County, Tennessee, and described in a Declaration of Covenants, Conditions and Restrictions for Homes at 1904 Lathan Court, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20220808-0089846 Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements restrictive covenants, conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of Homes at 1904 Lathan Court, a Horizontal Property Regime with Private Elements, contained in said Declaration, the plat filed as Exhibit "B" to said Declaration appearing in Instrument No. 20220808-0089846, and Bylaws appended thereto as Exhibit "C", said Register's Office, are incorporated hereby reference and made a part hereof the same as though copied herein for a more complete identification and description of said Unit.

Being the same property conveyed to Taylormade Contracting, LLC, a Tennessee Limited Liability Company and Kinsey Collier, unmarried, as tenants in common by Quitclaim Deed from Taylormade Contracting, LLC, a Tennessee Limited Liability Company, dated October 18, 2022, of record in Instrument No. 20221020-0114349, Register's Office of Davidson County, Tennessee. See also, Quitclaim Deed to Kyle Blue Development, LLC, a Tennessee Limited Liability Company from Kinsey Collier, dated April 25, 2023, and recorded April 27, 2023 of record in Instrument No. 20230427-0030945, Register's Office of Davidson County, Tennessee.

Property 2: Map **92 02 0P** Parcel **2.00**

Land situated in Davidson County, Tennessee, being Unit B, as established in Declaration of Covenants, Conditions and Restrictions for TwentySix-Eight Meharry Blvd, a horizontal property regime with private elements, of record at Instrument No. 20221003-0108762, Register's Office Davidson County, Tennessee, as identified on the Plat attached as Exhibit B to said Declaration, and which reference is hereby made for a more particular description of said property.

Being the same property conveyed to Kyle Blue Development, LLC, a Tennessee Limited Liability Company, by Quitclaim Deed, from Stonegate Acquisitions, LLC, a Tennessee Limited Liability Company, dated September 15, 2022, and recorded October 3, 2022 of record in Instrument No. 20221003-0108764, Register's Office of Davidson County, Tennessee.

This conveyance is subject to any and all existing easements and restrictions of record.

The street addresses of the above described properties are believed to be Property 1: 1904 A & B Lathan Ct., Nashville, TN 37207 and Property 2: 2608B Meharry Blvd., Nashville, TN 37208, but such addresses are not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

This conveyance is made and accepted without any warranties, express or implied, as to the condition of the property conveyed, and said property is conveyed and accepted "as is".

TO HAVE AND TO HOLD, the same free from all legal, statutory and equitable rights of redemption and all rights or exemptions waived and with all covenants and warranties set forth in the said Deed of Trust, to the said First Community Bank of Tennessee, it heirs and assigns, forever in

fee simple, but the said James Scott Cocanougher, Trustee, conveys as Trustee and not otherwise; and all of my actions in the premises are done solely as Trustee under the powers vested in me under said Deed of Trust.

James Scott Cocanougher, Trustee

STATE OF TENNESSEE

COUNTY OF BEDFORD

Personally appeared before me, a Notary Public in and for the County and State aforesaid, the within named James Scott Cocanougher, Trustee, the bargainor, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purpose therein contained.

WITNESS my hand and official seal at Shelbyville, Tennessee, this the 17th day of December, 2024.

Notary Public: Kelli L Wilkerson

My Commission Expires: 2-21-2028

KELLI L. WILKERSON STATE OF TENNESSEE NOTARY PUBLIC BEDFORD COUNTY

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is **$350,000.00** which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale

Affiant

Subscribed and sworn to before me this the 17th day of December, 2024

Kelli L Wilkerson
Notary Public or Register

My Commission Expires 2-21-2028

KELLI L. WILKERSON STATE OF TENNESSEE NOTARY PUBLIC BEDFORD COUNTY