Karen Johnson
Batch # 1221770
12/30/2024 04:21:45 PM
Fees: $33.00 Taxes: $882.45
Davidson County
DEEDTRS
6 pgs
20241230-0101221

PREPARED BY AND RETURN TO:
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Attn.: Jake Adams, Esq.
1600 West End Avenue, Suite 2000
Nashville, TN 37203

Address of New Owner:	**Send Tax Bills to:**	**Map and Parcel No.:**
DEAS II, LLC PMB149 2020 Fieldstone Parkway, Suite 900 Franklin, TN 37069	DEAS II, LLC PMB149 2020 Fieldstone Parkway, Suite 900 Franklin, TN 37069	092 02 0L 004.00

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 27th day of December, 2024, by Jake Adams, not individually but as successor trustee.

WHEREAS, Mustard Seed Living, LLC, a Tennessee limited liability company ("Borrower") conveyed to Tony D. Gregory, as Trustee, real property in Davidson County, Tennessee by Construction Deed of Trust dated April 23, 2021 (as modified from time to time, the "Deed of Trust"), and filed of record as Instrument Number 20210426-0055093 in the Office of the Register of Deeds of Davidson County, Tennessee (the "Register's Office"), said Deed of Trust having been modified by that certain Modification of Deed of Trust dated July 8, 2021, and filed of record as Instrument Number 20210715-0095140 in said Register's Office, and further modified by that certain Modification of Deed of Trust dated February 5, 2023, and filed of record as Instrument number 20230322-0020688 in said Register's Office, to secure payment and performance of the debt described therein for the benefit of Simmons Bank; and

WHEREAS, Simmons Bank ("Bank") is the owner and holder of the debt secured by and beneficiary of the Deed of Trust; and

WHEREAS, the debt described in the Deed of Trust (the "Indebtedness") became overdue and unpaid, and other conditions of default occurred, by reason of which Bank declared the Indebtedness and the Deed of Trust to be in default, and notice was given of such default to Borrower, but following such notice the default was not cured; and

WHEREAS, by instrument recorded as Instrument Number 20230825-0066770 in said Register's Office, Bank, as such owner, holder, and beneficiary, appointed Jake Adams as Substitute Trustee ("Successor Trustee"), to act in the place and stead of the Trustee named in the Deed of Trust; and

WHEREAS, Bank directed Successor Trustee to sell the Property as provided in the Deed of Trust, and Successor Trustee caused notice to be published in *The Nashville Ledger* that the Property would be sold on December 27, 2024, at 12:00 noon Central Time on the steps outside the main south entrance of the Davidson County Nashville Metropolitan Courthouse, located at 1 Public Square, Nashville, Tennessee, such foreclosure notice appearing in said newspaper on December 6, December 13, and December 20, 2024; and

WHEREAS, Successor Trustee appeared on the steps outside the main south entrance of the Davidson County Nashville Metropolitan Courthouse on December 27, 2024, at 12:00 noon Central Time and offered the Property for sale, and after opening the floor for competitive bids, sold the Property to DEAS II, LLC, a Tennessee limited liability company, for a bid of $238,501.00, this being the highest, last, and best bid.

NOW, THEREFORE, I, Jake Adams, not individually but as Successor Trustee as aforesaid, in consideration of the premises, $10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents do hereby convey unto DEAS II, LLC, its successors and assigns ("Grantee"), all right, title, and interest in and to the following real property (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the Property, free of all statutory and other rights of redemption of Grantor as provided in, but only to the extent provided in, the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon, if any, in an AS IS, WHERE IS condition, and without representation or warranty from Successor Trustee and/or Bank as to any matter whatsoever. Without limiting the foregoing, **Successor Trustee disclaims all representations and warranties, express or implied, including warranties of merchantability or fitness for a particular use or purpose. Additionally, Successor Trustee disclaims all representations and warranties as to the absence or presence on or under the property of hazardous substances as defined by any environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act or similar federal and state legislation (collectively, "environmental laws")**. Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of environmental laws, and potential flood hazards. By accepting this Trustee's Deed, Grantee agrees to indemnify and hold Successor Trustee and Bank harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

This conveyance is subject to certain easements, restrictions, liens, taxes, etc., including but not limited to the following to the extent applicable:

(1) Unpaid real and personalty taxes, plus penalty and interest, if any, and such taxes will not be pro-rated or paid from the trust estate. Grantee assumes full liability for such taxes.

(2) Mechanic's and materialmen's liens, filed or unfiled, that take priority over the Deed of Trust.

(3) Easements, building lines, recorded plans and restrictions that take priority over the Deed of Trust.

(4) Rights of redemption held by the United States of America, the Internal Revenue Service, or by the State of Tennessee.

(5) Rights or claims of parties in possession.

(6) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

(7) Deeds of trust, fixture filings, liens of any kind or nature, and/or leases that take priority over the Deed of Trust.

(8) All other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters that take priority over the Deed of Trust.

[Continued on following page.]

WITNESS the signature of the Successor Trustee as of the day and date first above written.

Jake Adams, not individually but as
Successor Trustee

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Jake Adams, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name, not individually but as Successor Trustee.

Witness my hand and seal this 30 day of December, 2024.

Kaitlyn Russell
Notary Public

Commission expires: May 9, 2026

KAITLYN RUSSELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 9, 2026

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $238,501.00.

Mark Hemphill
Printed Name: mark Hemphill
Affiant
On behalf of Grantee

Subscribed and sworn to before me
this 30 day of December, 2024.

Kaitlyn Russell
Notary Public
My Commission Expires: May 9, 2026

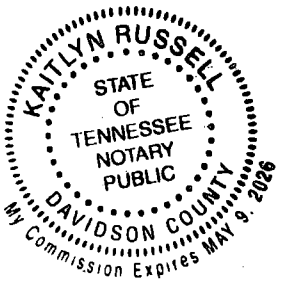


EXHIBIT "A"

Legal Description

Situated in the State of Tennessee, Davidson County, and being more particularly described as that certain unit known and designated as Unit D established pursuant to the Declaration of Covenants, Conditions and Restrictions for Homes at 2416, a Horizontal Property Regime, of record as Instrument Number 20191231-0135017 in the Register's Office for Davidson County, Tennessee, and with said Unit depicted on Exhibit "C" to said Declaration, together with a percentage interest in the common elements as set forth in said Declaration, to which reference is hereby made for a more complete description.

Being part of the same property conveyed to Mustard Seed Living, LLC by Warranty Deed dated October 11, 2018 from Teresa D. Edwards, of record as Instrument Number 20181012-0101482 in said Register's Office. Further being part of the same property conveyed to Mustard Seed Living, LLC by Quitclaim Deed for Separation of Tax Parcels dated December 31, 2019, of record as Instrument Number 20191231-0135016 in said Register's Office.

Property Address: 2416D Albion Street, Nashville, Tennessee 37208