This instrument prepared by:
J3LAW
Joseph J. Jensen
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Karen Johnson Davidson County
Batch# 1230134 DEEDTRS
01/27/2025 08:03:30 AM 5 pgs
Fees: $28.00 Taxes: $3,330.00
20250127-0005815

Address New Owner:	Send Tax Bills To:	Map/Parcel Nos.:
Lineage Bank 3359 Aspen Grove Drive, Suite 100 Franklin, Tennessee 37067	Same	115-13-0-A-001.00 CO, 115-13-0-A-002.00 CO, and 115-00-0-009.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 24th day of January, 2025, by Joseph J. Jensen, Successor Trustee ("Successor Trustee").

WHEREAS, ANDREW MARSHALL, LLC, a Tennessee limited liability company (the "Grantor") by that certain Commercial Construction Deed of Trust dated April 13, 2022, recorded as Instrument Number 20220426-0047708 in the Register's Office for Davidson County, Tennessee (the "Deed of Trust"), conveyed to Carl Haynes, as Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Lineage Bank, a Tennessee banking corporation (the "Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender appointed Joseph J. Jensen to serve as Successor Trustee in place of Carl Haynes, in accordance with the terms of the Deed of Trust, by that instrument of record Instrument Number 20241219-0098570 in said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The Tennessee Davidson Wilson* that the Property would be sold on Friday, January 24, 2025, at 11:00 a.m., prevailing Central Time, outside the south entrance of the Davidson County Courthouse, located at 1 Public Square, Nashville, Davidson County, Tennessee, such Notice of Successor Trustee's Sale appearing in said paper on January 3, 2025, January 10, 2025, and January 17, 2025; and

WHEREAS, the Successor Trustee further sent a copy of the Notice of Successor Trustee's Sale to Grantor, and following the appearance of the Notice of Successor Trustee's Sale in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee appeared on January 24, 2025, at 11:00 a.m., at the place specified in the Notice of Successor Trustee's Sale and offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Lineage Bank, a Tennessee banking corporation, at the price of NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joseph J. Jensen, Successor Trustee as aforesaid, in consideration of the premises and the sum of NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Lineage Bank, a Tennessee banking corporation, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or otherwise, (collectively, the "Property"), and more particularly described as follows, to wit:

Land in Davidson County, Tennessee, Being Lot No. 2 on the Plan of Paul Davis property, of record in Book 4955, page 11, Register's Office for Davidson County, Tennessee, and revised in Book 5210, page 105, said Register's Office, to which Plan reference is hereby made for a complete and accurate description of said lot.

Being the same property conveyed to Andrew Marshall LLC, a Tennessee limited liability company, by Warranty Deed from Maria Cavallo, unmarried, dated December 28, 2021, of record in Instrument No. 20220110-0002444, Register's Office for Davidson County, Tennessee.

To have and to hold the Property, free of all rights which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligence with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, 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 ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "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 the

Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee 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.

Grantee hereunder accepts title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said Property.

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

Joseph J. Jensen, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, a Notary Public of the State and County aforesaid, personally appeared JOSEPH J. JENSEN, 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 authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, this 27th day of January, 2025.

Notary Public

BRYAN D. SPICER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 06-18-2028

My commission expires: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00).

Joseph J. Jensen, Successor Trustee

Subscribed and sworn to before me this the 24th day of January, 2025.

Notary Public

BRYAN D. SPICER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 06-18-2028

My commission expires: _____

Tennessee Certification of Electronic Document

I, Steven Hinson, 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 exact copy of the original document executed and authenticated according to law on 1/24/2025 (date of document).

Affiant Signature

1/24/2025
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 24 day of January, 2025.

Notary's Signature

MY COMMISSION EXPIRES: _____

NOTARY'S SEAL

