This instrument prepared by:
ERIKA R. BARNES, ESQ.
STITES & HARBISON PLLC
SUITE 800
400 COMMERCE STREET
NASHVILLE, TN 37219

Karen Johnson Davidson County
Batch# 1232902 DEEDTRS
02/03/2025 10:32:30 AM 5 pgs
Fees: $28.00 Taxes: $3,130.20
20250203-0007883

Address New Owner as follows:	**Send Tax Bills To:**	**Map and Parcel No.:**
FIRSTBANK 722 Columbia Avenue Franklin, TN 37064	FIRSTBANK 722 Columbia Avenue Franklin, TN 37064	**118-030-016.00**

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 31st day of January, 2025, by Erika R. Barnes, Successor Trustee ("Successor Trustee").

WHEREAS, by *Commercial Deed of Trust* dated January 26, 2018, recorded in Instrument No. 20180129-0009203, and as amended by Modification Agreement - Deed of Trust, recorded as Instrument No. 20190219-0015020 (collectively, the "Deed of Trust"), in the Register's Office of Davidson County, Tennessee (the "Register's Office"), JAMES A. LIGHTMAN (the "Grantor"), conveyed to Ashley P. Hill, III, 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 FirstBank, successor by merger to Franklin Synergy Bank (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 Erika R. Barnes to serve as Successor Trustee in place of Ashely P. Hill, III, Trustee, by instrument of record as Instrument No. 20230328-0022537, Register's Office for Davidson County, Tennessee, in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The Tennessean Davidson Wilson* that the Property (defined below) would be sold at 10:30 a.m. prevailing Central time on Friday, January 31, 2025, at the Davidson County Courthouse, One Public Square, Nashville, TN 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on January 10th, 17th and 24th, 2025; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 10:30 a.m. Central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to FirstBank in response to its bid at the price of Eight Hundred Forty-Six Thousand and 00/100 Dollars ($846,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Erika R. Barnes, Successor Trustee as aforesaid, in consideration of the premises and the sum of $846,000.00, by these presents do transfer and convey unto FirstBank, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, 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, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Being Lot No. 8 on the Plan of Fessey Court, as of record in Plat Book 1835, Page 72, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate description thereof.
>
> Being the same property conveyed to James A. Lightman, unmarried, by Warranty Deed from Thomas K. Worrall and wife, Samantha E. Worrall, recorded on the 12th day of July, 2007 in Instrument No. 20070712-0082918, in the Register's Office of Davidson County, Tennessee.

The Property is improved property known as 2689 Fessey Court, Nashville, TN 37204.

This conveyance is in bar of the statutory right and any equity of redemption, and all other rights and exemptions of every kind, all of which are expressly waived in the 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 diligences 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 this 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 attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Assignment of Leases and Rents recorded in Instrument No. 201902190015021, said Register's Office.

3. Deed of Trust executed by James A. Lightman to Todd H. Hancock, Trustee for the benefit of Nason Lightman, of record in Instrument No. 201904020029700, said Register's Office.

4. All matters shown on plat of recorded in Plat Book 1835, Page 72, said Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

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

Erika R. Barnes

ERIKA R. BARNES,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Alice Cross, a Notary Public of the State and County aforesaid, personally appeared ERIKA R. BARNES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 31st day of January, 2025.

ALICE CROSS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 10-04-2027

Notary Public

My commission expires: 10/04/2027

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is Eight Hundred Forty-Six Thousand and 00/100 Dollars ($846,000.00).

Erika R. Barnes

Affiant

Subscribed and sworn to before me
this the 31st day of January, 2025.

Notary Public

My commission expires: 10/04/2027

ALICE CROSS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 10-04-2027

1655013:1:NASHVILLE

Tennessee Certification of Electronic Document

I, Erika R. Barnes, do hereby make oath that I am the custodian of the certified original and electronic version of the attached document tendered for registration herewith and that this is a true and exact copy of the original document executed and authenticated according to law on 01/31/2025 (date of document).

Erika R. Barnes

Erika R. Barnes

01/31/2025

Date

State of Tennessee)
)
County of Davidson)

Sworn to and subscribed before me this 31st day of January, 2025.

Notary's Signature

My Commission Expires: 10/04/2027

Notary's Seal

ALICE CROSS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 10-04-2027