Karen Johnson Davidson County
Batch# 1241854 DEEDTRS
02/27/2025 11:08:30 AM 4 pgs
Fees: $23.00 Taxes: $3,329.26
20250227-0014637

Prepared by and Return to:
Rubin Lublin TN, PLLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
FAY-24-00632

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
Civic Real Estate Holdings III, LLC	**Civic Real Estate Holdings III, LLC**	**081 16 2E 001.00**
425 S. Financial Place, Suite 2000 Chicago, IL, 60605	**425 S. Financial Place, Suite 2000 Chicago, IL, 60605**	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated January 23, 2023 and recorded January 25, 2023, at **Instrument Number 20230125-0005609** , Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **JDG INVESTMENTS, LLC** ("Borrower") conveyed to PREMIER ESCROW LLC, Trustee, certain real property as described below (the "Property") to secure the payment of a certain indebtedness described in the Deed of Trust including, without limitation, that evidenced by a certain promissory note executed on January 23, 2023, (the "Note"), which obligation is presently held by **Civic Real Estate Holdings III, LLC**; and

WHEREAS, demand was made for the payment of the Note secured by the Deed of Trust referenced above, the payment of which was in default, and the obligation secured by the Deed of Trust referenced above was declared due and payable as provided in the Note and Deed of Trust, but the obligation was not paid; and

WHEREAS, Lender, the holder of the Note evidenced by the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Rubin Lublin TN, PLLC, was duly appointed as Substitute Trustee in the place and stead of PREMIER ESCROW LLC, said appointment being set forth in **Instrument Number 20240522-0038229** in said Register's Office; and

WHEREAS, the Substitute Trustee caused a diligent search of the military records for each known Borrower in compliance with the Service Members Civil Relief Act, and as such the foreclosure of this property is not subject to the provisions of 50 U.S.C. § 501, et seq.; and

WHEREAS, the Substitute Trustee caused a diligent search of the bankruptcy records for each known Borrower and determined that Substitute Trustee was not subject to an automatic stay in bankruptcy both at the time foreclosure proceedings commenced and the time the Property was sold; and

WHEREAS, the Substitute Trustee caused notice to be published as provided for under T.C.A. §35-5-104 and as provided in the Deed of Trust and Note in The Tennessee Tribune that the Property would be sold on January 16, 2025, at 10:00 AM at the Davidson County Historic Courthouse, Nashville, Tennessee, located in Nashville, Tennessee, such advertisement appearing in said newspaper on December 19, 2024, December 26, 2024, January 2, 2025, a copy of such notice was sent to the parties required under T.C.A. § 35-5-101(e) prior to the first publication date written above, and following such notice the default was not cured; and

WHEREAS, the Substitute Trustee subsequently postponed the sale in accordance with T.C.A. § 35-5-101(f), if required; and

WHEREAS, on February 20, 2025, the Substitute Trustee appeared and offered the property for sale, and after opening the floor for competitive bids, sold said Property to **Civic Real Estate Holdings III, LLC** at the price of **Eight Hundred Ninety-Nine Thousand Eight Hundred and 00/100 ($899,800.00)** this being the highest, last and best bid.

NOW, THEREFORE, Rubin Lublin TN, PLLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of Eight Hundred Ninety-Nine Thousand Eight Hundred and 00/100 ($899,800.00) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **Civic Real Estate Holdings III, LLC** ("Grantee"), its successors and assigns, all of its right, title and interest in and to the Property, including without limitation, the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT A, TOGETHER WITH COMMON AREAS, AS ESTABLISHED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOMES AT 1042 SCOVEL STREET, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS OF RECORD AS INSTRUMENT NO. 20201214-0146596 AND BEING SHOWN ON PLAT ATTACHED THERETO AS EXHIBIT "B", IN THE REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY. BEING A PORTION OF THE SAME PROPERTY CONVEYED TO JDG INVESTMENTS, LLC BY WARRANTY DEED FROM CHOICE CITY HOMES, LLC OF RECORD IN INSTRUMENT NO. 20150611-0055247 REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DATED MAY 29, 2015 AND RECORDED ON JUNE 11, 2015.

The source of title is recorded at INSTRUMENT NO. 20150611-0055247, in the Register's Office for Davidson County, Tennessee.

This property is now or was formerly known as 1042 SCOVEL ST, UNIT A, NASHVILLE, TN 37208.

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouse's elective share, homestead, dower, courtesy and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

Said sale will be subject to any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien upon the Property; any and all liens, defects, encumbrances, adverse claims, and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had; 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 might not have been waived by such governmental agency; applicable covenants, restrictions, building setbacks, easements, and to all conditions as shown with respect to the aforementioned Property in the Register's Office of Davidson County, Tennessee; any governmental zoning and subdivision ordinances or regulations in effect thereon; the accuracy of the Index Book of the said Register's Office; and any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

WITNESS the signature of the Substitute Trustee on this the 27 day of February, 2025.

Rubin Lublin TN, PLLC

Printed Name: VICTOR KANG
Title: Member, Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, Idongesit Umoh, of the state and county aforesaid, personally appeared, VICTOR KANG, Member of Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself/herself to be a Member of Rubin Lublin, LLC, a Limited Liability Company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Limited Liability Company by himself/herself as such officer.

WITNESS my hand and seal at office in Peachtree Corners, Georgia, on this the 27 day of February, 2025.

Notary Public

My commission expires: 06/19/28

IDONGESIT UMOH NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 19, 2028

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The actual consideration or value, whichever is greater, for this transfer is $899,800.00.

WITNESS my hand on this 27 day of February, 2025.

Printed Name: VICTOR KANG
Title: Member, Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC as Trustee/Agent

Sworn to and subscribed before me this on this the 27 day of February, 2025.

Notary Public

My commission expires: 06/19/28

IDONGESIT UMOH NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 19, 2028

TENNESSEE NOTARIAL CERTIFICATE
(Original Version of The Electronic Document)

I, VICTOR KANG, 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 is a true and correct copy of the original document executed on 02/27/25 and authenticated according to law.

Signature

02/27/25
Date

State of Georgia

County of Gwinnett

Personally appeared before me Idongesit Umoh, a notary public for this county and state, VICTOR KANG who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

02/27/25
Date

Seal (if on paper)

My Commission Expires: 06/19/28

IDONGESIT UMOH
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JUNE 19, 2028