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

Karen Johnson Davidson County
Batch# 1276025 DEEDTRS
05/21/2025 10:39:30 AM 9 pgs
Fees: $48.00 Taxes: $16,043.93
20250521-0039983

Address New Owner as follows:	**Send Tax Bills To:**	**Map and Parcel No.:**
Volunteer State Bank 2300 West End Avenue Suite 400 Nashville, TN 37203	Volunteer State Bank 2300 West End Avenue Suite 400 Nashville, TN 37203	071-05-0G-003.00, 071-05-0G-004.00, 071-05-0G-005.00, 071-05-0G-006.00,071-05-0G-007.00, 071-05-0G-008.00, 071-05-0G-011.00, 071-05-0G-012.00, AND 071-05-0G-013.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 12th day of May, 2025, by Erika R. Barnes, Successor Trustee ("Successor Trustee").

WHEREAS, by that certain *Deed of Trust* dated July 14, 2022, recorded in Instrument No. 20220715-0081249 (collectively, the "Deed of Trust"), in the Register's Office of Davidson County, Tennessee (the "Register's Office"), WE DEVELOP, LLC (the "Grantor"), conveyed to Tony D. Gregory, 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 VOLUNTEER STATE 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 in the place and stead of Tony D. Gregory, Trustee, by appointment recorded in Instrument No. 20250122-0004759, 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 that the Property (defined below) would be sold at 2:00 p.m. prevailing Central time

on February 26, 2025, at the Davidson County Courthouse, One Public Square, Nashville, Tennessee 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on February 5, February 12 and February 19, 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 announced a postponement of the sale to April 28, 2025, at 2:00 pm; and

WHEREAS, on May 12, 2025, shortly after 10:30 am Central time, the Successor Trustee offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to Volunteer State Bank in response to its bid at the price of Four Million, Three Hundred Thirty-Six Thousand, One Hundred Ninety-Eight Dollars and 00/100 ($4,336,198.00), 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 $4,336,198.00, by these presents do transfer and convey unto Volunteer State Bank, 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:

Land located in the 2nd Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being a part of Lot Number 25 on The Plan of the Town of Brooklyn as of record in Plat Book 19, page 504 in the Register's Office for Davidson County, Tennessee, also being Davidson County tax parcels 07105003200, 07105003201 and 07105003300, and being more particularly described according to a Boundary Survey prepared by Wamble and Associates, PLLC, dated August 31, 2009 as follows:

Beginning at a iron rod (old), found with a plastic cap labeled "Volunteer" on the southerly right-of-way line of West Trinity Lane (State Route 65 and U.S. 431), right-of-way width of West Trinity Lane in front of this property being 85.30 feet , or 42.65 feet (13 Meters) from the centerline as established by 1996 State Highway plans for Project No. 19043-03225-54. Additional right-of-way acquired for the road widening project is described in the Agreed Final Order as of record in Deed Book 11493, Page 576 R.O.D.C., TN., as Tract 16, Tract 17 and Tract 19. Said iron rod (old) being at the intersection of the said southerly right-of-way line of West Trinity Lane (State Route 65, U.S.. 431) and the West line of Tract HI as described in deeds conveying this property to Doyle R. Monday as of record in Deed Book 10278, Page 723, Deed Book 10280, Page 244 and Deed Book 1280, Page 248 R.O.D.C., TN, Said iron rod (old) also being the northwest corner of Metro Government, Haynes Middle School property of record in Deed Book 1085, Page 656, Deed Book 2540, Page 308, Deed Book 1915, Page 371, Deed Book 1941, Page 213 and Deed

Book 1341, Page 445 R.O.D.C., TN, being more particularly described according to an unrecorded Boundary Survey prepared by Volunteer Surveying, Inc. dated April 19, 2001;

Thence, leaving the southerly right-of-way line of said West Trinity Lane (State Route 65, U.S. 431) and following the West, line of said Tract III, also being the east line of Metro Government, Haynes Middle School property as shown on the said unrecorded Volunteer Surveying, Inc. Boundary Survey, South 14 Degrees 39 Minutes 35 Seconds East 266.93 Feet to an iron rod (new), said iron rod being the southwest corner of said Tract III, also being on the North line of the Metro Government, Haynes Middle School property the same being the common line between original Lot Number 24 and 25 on The Plan of the Town of Brooklyn as of record in Plat Book 19, Page 504 R.O.D.C. TN;

Thence, following the South line of said Tract III, the North Line of said Metro Government, Hayne Middle School property and the common line between said original Lot 24 and 25, North 60 Degrees 20 Minutes 25 Seconds East, passing the northeast corner of said Metro Government, Haynes Middle School property, also being the northwest corner of the Ethel Watkins property as of record in Deed Book 1431, Page 223 R.O.D.C., TN, at 130.00 feet, and continuing along the same bearing following the North Line of the said Ethel Watkins property, the South line of said Tract III and the common line between said original Lot 24 and 25, for a total distance of 333.30 Feet to an iron rod (new), said iron rod being on the southerly right-of-way line of West Trinity Lane (State Route 65, U.S. 431); also being the northwest corner of said Ethel Watkins property and the intersection of the South line of said Tract 111 and the southerly right-of-way line of West Trinity Lane (State Route 65, U.S. 431);

Thence, following said southerly right-of-way line of West Trinity Lane (State Route 65, U.S. 431) with a curve to the left having a Delta Angle of 00 Degrees 01 Minutes 10 Seconds, a Radius of 7,424.41 Feet, an Arc Length of 2.51 feet and a Chord Bearing and Length of North 74 Degrees 37 Minutes 07 Seconds West, 2.51 Feet to an iron rod (new), said iron rod (new) being 42.65 Feet, or 13 Meters right of centerline station 7+552.006 meters as shown on the plans for State Highway Project No. 19043-03225-54;

Thence, continuing with said southerly right-of-way line of West Trinity Lane (State Route 65, U.S. 431) North 74 Degrees 36 Minutes 33 Seconds West, 285.72 Feet to an iron rod (new), said iron rod (new) being 42.65 Feet, or 13 Meters right of centerline station 7+464.92 meters as shown on the plans for State Highway Project No. 19043-322-54;

Thence, continuing with said southerly right-of-way line of West Trinity Lane)State Route 65, U.S. 431) with a curve to the left having a Delta Angle of 06 Degrees 50 Minutes 32 Seconds, a Radius of 679.13 Feet, an Arc Length of 81.10 Feet and a Chord Bearing and Length of North 78 Degrees 01 Minutes 49 Seconds West 81.05 Feet to the Point of Beginning.

Being the same property conveyed to We Develop, LLC, a Tennessee limited liability company by Quitclaim deed from J. Word Properties LLC a Tennessee limited liability company of record in Instrument No. 20210201-0013904 Register's Office for Davidson County, Tennessee, dated January 29, 2021 and recorded on February 01, 2021.

LESS AND EXCEPT THE FOLLOWING TRACTS:

TRACT I:

Land in Davidson County, Tennessee, being Unit No. 488 on the Plan of Word 18 at North Pointe, a Horizontal Property Regime with Private Elements, a Horizontal Property Regime with Private Elements of record in Exhibit "B" in the Declaration of Covenants, Conditions and Restriction at Instrument No. 20220720-0083026 as amended by Instrument No. 20240503-0032682 and further amended by Instrument No. 20240814-0061880, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

TRACT II:

Land in Davidson County, Tennessee, being Unit No. 492 on the Plan of Word 18 at North Pointe, a Horizontal Property Regime with Private Elements, a Horizontal Property Regime with Private Elements of record in Exhibit "B" in the Declaration of Covenants, Conditions and Restriction at Instrument No. 20220720-0083026 as amended by Instrument No. 20240503-0032682 and further amended by Instrument No. 20240814-0061880, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

TRACT III:

Land in Davidson County, Tennessee, being Unit No. 1, on the Declaration of Covenants, Conditions and Restrictions for Word 18 at North Pointe of record in Instrument 20220720-0083026 as amended in Instrument 20240503-0032682 and amended in Instrument 20240814-0061880, 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 also known as 496 W Trinity Lane #1, Nashville, Tennessee 37207.

TRACT IV:

Land in Davidson County, Tennessee, being Unit No. 2, on the Declaration of Covenants, Conditions and Restrictions for Word 18 at North Pointe of record in Instrument 20220720-0083026 as amended in Instrument 20240503-0032682, 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 also known as 496 W Trinity Lane #2, Nashville, Tennessee 37207.

TRACT V:

Land in Davidson County, Tennessee, being Unit No. 498, on the Declaration of Covenants, Conditions and Restrictions for Word 18 at North Pointe of record in Instrument 20220720-0083026 as amended in Instrument 20240503-0032682 and amended in Instrument 20240814-0061880, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

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TRACT VI:

Land in Davidson County, Tennessee, being Units No. 508, 506, 494, and 490 of Word 18 at North Pointe, a Horizontal Property Regime with Private Elements, a Planned United Development of record in Instrument No. 20220720-0083026 as amended in Instrument No. 20240503-0032682 and in Instrument No. 20240814-0061880, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description of the property.

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 Rents dated July 14, 2022 from We Develop, LLC to Volunteer State Bank, recorded in Instrument No. 20220715-0081250, Register's Office for Davidson County, Tennessee.

3. Deed of Trust executed by We Develop, LLC to Limestone Title and Escrow, LLC, Trustee, to secure the payment of a Note dated January 24, 2024, in the original

principal amount of $1,000,000.00, payable to Nashville Comfort LLC, recorded in Instrument No. 20240129-0006153, Register's Office for Davidson County, Tennessee; a Modification of Note and Deed of Trust dated August 13, 2024, recorded in Instrument No. 20240814-0062075, Register's Office for Davidson County, Tennessee; as affected by Partial Release of Lien recorded September 5, 2024, recorded in Instrument No. 20240905-0068424; as affected by Partial Release of Lien recorded November 14, 2024, recorded in Instrument No. 20241114-0088601; as affected by Partial Release of Lien recorded December 16, 2024, recorded in Instrument No. 20241216-0097231; as affected by Partial Release of Lien recorded December 16, 2024, recorded in Instrument No. 20241216-0097232; as affected by Partial Release of Lien recorded December 16, 2024, recorded in Instrument No. 20241216-0097503.

4. Notice of Completion filed for record February 12, 2024 in Instrument No. 20241114-0088601.

5. Notice of Lien and Sworn Statement, Lienor J&J Services, Inc., filed for record October 18, 2024 and record in Instrument No. 20241018-0081028.

6. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

7. Subject to all of those facts, conditions and limitations, covenants, subdivision restrictions, easements and other matters of record in Plat Book 20220720-0083026, as amended in Instrument No. 20240503-0032682 and Instrument No. 02020814-0061880, Register's Office for Davidson County, Tennessee.

8. Subject to easement for Right of Way, set forth in instruments of record in Instrument No. 20220125-0009131, Instrument No. 20230223-0012777 and 20230223-0012778, Register's Office for Davidson County, Tennessee.

9. Subject to an easement for Stormwater, set for in an instrument recorded in Instrument No. 20220207-0013905, Register's Office for Davidson County, Tennessee.

10. Subject to an easement for Water Meter Lines, and Appurtenances set forth in an instrument recorded in Instrument No. 20220322-0032937, Register's Office for Davidson County, Tennessee.

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 21st day of May, 2025

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

Notary Public

My commission expires: 10/04/2027

10146585:v2

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is Four Million, Three Hundred Thirty-Six Thousand, One Hundred Ninety-Eight Dollars and 00/100 ($4,336,198.00).

Affiant

Subscribed and sworn to before me
this the 21st day of May, 2025.

Notary Public

My commission expires: 10/04/2027

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

10146585:v2

Tennessee Certification of Electronic Document

I, Erika R. Barnes, 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 05/21/2025 (date of document).

Erika R. Barnes

Erika R. Barnes

05/21/2025

Date

State of Tennessee)
)
County of Davidson)

Sworn to and subscribed before me this 21st day of May, 2025.

Notary's Signature

My Commission Expires: 10/09/2027

Notary's Seal

