Karen Johnson Davidson County
Batch# 1317886 DEEDTRS
09/03/2025 02:58:30 PM 5 pgs
Fees: $28.00 Taxes: $2,275.50
20250903-0070376

Prepared By and Returnable to:
Spencer Fane LLP
511 Union Street, Suite 1000
Nashville, Tennessee 37219

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Capital Fund REIT, LLC **14555 N. Scottsdale Rd, Ste 200** **Scottsdale, AZ 85254**	**New Owner**	**094-01-0-067.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust and Assignment of Rents dated January 28, 2025, executed by Buckhorn Residential Housing LLC, to Andrea Perry, Trustee, of record Instrument No. 20250207-0009409, Register's Office for Davidson County; and

WHEREAS, the Deed of Trust was assigned to Capital Fund REIT, LLC, an Arizona limited liability company, by Assignment of Deed of Trust of record in Instrument No. 20250221-0012665, Register's Office for Davidson County, Tennessee; and

WHEREAS, Capital Fund REIT, LLC, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, Gregory G. Vick, and Andrea P. Perry as Substitute Trustees by an instrument of record in Instrument No. 20250731-0060424, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester, III, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold on Wednesday, September 3, 2025 at 10:30 o'clock a.m., prevailing time, at the main door of the Davidson County Courthouse, 1 Public Square, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, Gregory G. Vick, Substitute Trustee, personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and

last bid received was the sum of Six Hundred Fifteen Thousand and 00/100 Dollars ($615,000.00) by Capital Fund REIT, LLC, an Arizona limited liability company (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Six Hundred Fifteen Thousand and 00/100 Dollars ($615,000.00) cash in hand paid by the Buyer, Substitute Trustee has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its successors and assigns, the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> Land in Davidson County, Tennessee, being Lot No. 46 on the Map of Payne, Blakemore and Cummings Addition, as shown on the Plan of record in Book 57, page 81, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Buckhorn Residential Housing LLC by deed of record in Instrument No. 20250207-0009408, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 611 S. 12th Street, Nashville, Davidson County, Tennessee, 37206, but such address is not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its successors and assigns, forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AND SUBJECT TO ANY PRIOR LIENS OR ENCUMBRANCES, IF ANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO TITLE, MARKETABILITY OF TITLE, POSSESSION, QUIET ENJOINMENT OR THE LIKE AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, QUALITY OR FITNESS FOR A GENERAL OR PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 3rd day of September, 2025.

Sam J. McAllester III, Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kay M Tenpenny, a Notary Public of this county, Sam J. McAllester III, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that s/he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 3rd day of September, 2025.

KAY M. TENPENNY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires March 08, 2028

Kay M Tenpenny
NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $615,000.00.

AFFIANT

Subscribed and sworn before me on this 3rd day of September, 2025.

NOTARY PUBLIC

My Commission Expires:

KAYLA M. TENPENNY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires March 08, 2028

CERTIFICATE OF AUTHENTICITY

I, Sam S. McAllister III, 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 September 3, 2025 (date of document).

Affiant Signature

September 3, 2025
Date

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 3rd day of September, 2025.

Notary's Signature

My Commission Expires: _____.

KAYM. TENPENNY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires March 08, 2028