Karen Johnson Davidson County
Batch # 1339070 DEEDTRS
10/28/2025 02 25 43 PM 4 pgs
Fees $23 00 Taxes $44,381 50
20251028-0085743

Prepared by and Returnable to:
David M. Anthony, Successor Trustee
EXO LEGAL PLLC
P.O. Box 121616
Nashville, Tennessee 37212
615-869-0634

Address New Owner(s):	**Send Tax Bills To:**	**Map/Parcel Nos:**
Planters Bank, Inc. Attn: Suzanne Langford 400 Franklin Street Clarksville, Tennessee 37040	**New Owner**	**Multiple: See Exhibit A**

SUBSTITUTE TRUSTEE'S DEED

This instrument is made and entered into on this 24th day of October, 2025, by and between David M. Anthony, in his capacity as Successor Trustee and not individually (the "Grantor"), and Planters Bank, Inc. (the "Grantee"); and

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a *Tennessee Deed of Trust, Assignment of Leases and Rents and Security Instrument* dated January 28, 2022, of record at Instrument No. 20220208-0014657, Register's Office for Davidson County, Tennessee ("Deed of Trust"), executed by UP Partnership GP, a Tennessee general partnership, to Randall Fletcher, Trustee, to pledge the hereinafter described real property to secure the payment of certain indebtedness, etc. (the "Indebtedness") as described in said Deed of Trust; and

WHEREAS, Planters Bank, Inc., the holder of the Indebtedness secured by said Deed of Trust, replaced the prior Trustee by naming David M. Anthony as Substitute Trustee by an *Appointment of Substitute Trustee* of record at Instrument No. 20250828-0069030, Register's Office for Davidson County, Tennessee, and authorized the Substitute Trustee to act with the powers given the Trustee in said Deed of Trust and by applicable law; and

WHEREAS, David M. Anthony, 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, and provided notice that certain property would be sold on Friday, October 24, 2025 at 10:00 o'clock a.m. (CST), prevailing Nashville time, on the steps of the historic Davidson County Courthouse, 1 Public Square, Nashville, Tennessee 37201, 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, David M. Anthony, Substitute Trustee, personally appeared and offered said property for sale at public outcry, and the highest, best, and last bid received was the sum of Eleven Million Nine Hundred Ninety-Five Thousand Dollars and No/100 ($11,995,000.00) by Planters Bank, Inc. (hereinafter referred to as the "Buyer") and, as a result, said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Eleven Million Nine Hundred Ninety-Five Thousand Dollars and No/100 ($11,995,000.00) 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 tracts or parcels of land situated in Davidson County, Tennessee, and described as follows:

Legal Description: The real property is described in the Deed of Trust at Instrument 20220208-0014657, Register's Office for Davidson County, Tennessee and the *Foreclosure Sale Notice* dated September 30, 2025.

See Exhibit A for a full legal description of the Property.

Street Address: The collateral's street addresses are believed to be 2700, 2706, 2712, 2714 Clifton Avenue, Nashville, TN 37208 and 2704 Clifton Avenue Unit Nos. 201, 202, 203, 204, 205, 206, 207, 208, 209, 211, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 401, 404, 406, Nashville, TN 37208. These addresses are not part of the legal description of the properties. In the event of any discrepancy, the legal description herein shall control.

To have and to hold the said tracts or parcels 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 24th day of October, 2025.

David M. Anthony, Successor Trustee,
and not Individually

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, David M. Anthony, Successor 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 he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 24th day of October, 2025.

NOTARY PUBLIC

LENA ANTHONY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9/3/29

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $11,995,000.00.

AFFIANT

Subscribed and sworn before me on this 24th day of October, 2025.

NOTARY PUBLIC

LENA ANTHONY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9/3/29

EXHIBIT A
Map and Parcel Numbers; Legal Description

Land situated in Davidson County, Tennessee, being Building 2 and the common areas, as established in Declaration of Covenants, Conditions and Restrictions for Thrive at City Heights, a Horizontal Property Regime with Private Elements of record at Instrument No 20210203-0015829, Amended at Instrument No. 20220208-0014654, in the Register's Office of Davidson County, Tennessee with Plat attached as Exhibit "B" to which Master Deed reference is hereby made for a more particular description of said property.

LESS AND EXCEPT THE FOLLOWING UNITS:
Situated in Davidson County, Tennessee, being Unit No(s) 210, 402, 403 and 405, on the Plan of The Thrive at City Heights Condominium, a Horizontal Property Regime with Private Elements, as shown on that plan identified as Exhibit "D" of that Master Deed and Declaration Establishing The Thrive at City Heights Condominiums, of record in Instrument No. 20240926-0074753, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

SOURCE OF TITLE
Being a portion of the same property conveyed to UP Partnership, GP by Quitclaim deed from Thrive at City Heights, LLC, a Tennessee limited liability company of record in Instrument No. 20220208-0014656 Register's Office for Davidson County, Tennessee, dated January 28, 2022 and recorded on February 08, 2022

OLD Map/Parcel Number: 092060O003.00CO

NEW Map/Parcel Numbers:

092060X001.00; 092060X002.00; 092060X003.00; 092060X004.00;
092060X201.00; 092060X202.00; 092060X203.00; 092060X204.00;
092060X205.00; 092060X206.00; 092060X207.00; 092060X208.00;
092060X209.00; 092060X211.00; 092060X301.00; 092060X302.00;
092060X303.00; 092060X304.00; 092060X305.00; 092060X306.00;
092060X307.00; 092060X308.00; 092060X309.00; 092060X310.00;
092060X311.00; 092060X401.00; 092060X404.00; 092060X406.00.

NOTE: Common Area Thrive at City Heights Condominiums Map and Parcel is 092060X900.00.