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

Karen Johnson Davidson County
Batch# 1346456 DEEDTRS
11/14/2025 02:40:30 PM 6 pgs
Fees: $33.00 Taxes: $10,596.80
20251114-0091088

Address New Owner as follows:	**Send Tax Bills To:**	**Map and Parcel No.:**
Volunteer Bank 3200 West End Avenue Suite 400 Nashville, TN 37203	Volunteer Bank 3200 West End Avenue Suite 400 Nashville, TN 37203	131-03-0-087.00 131-03-2-O-001.00 131-03-2-O-002.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 14th day of November, 2025, by Erika R. Barnes, Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Construction Deed of Trust dated March 23, 2022, appearing of record as Instrument Number 20220324-0034084, in the Register's Office for Davidson County, Tennessee, as modified by that Modification of Deed of Trust executed by 1804 SHACKLEFORD LLC, a Tennessee limited liability company dated September 14, 2023, which appears of record as Instrument Number 20230915-0072398 in said Register's Office (collectively, the "Deed of Trust"), (the "Register's Office"), 1804 SHACKLEFORD, LLC (the "Grantor"), conveyed to Dan B. Andrews, Jr., 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 BANK, successor by merger to Fourth Capital 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 all prior trustees, by appointment recorded in Instrument No. 20251013-0081505, 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 that the Property (defined below) would be sold at 11:00 a.m. prevailing Central time on November 14, 20255, at the Davidson County Courthouse, One Public Square, Nashville, Tennessee 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said the Davidson Wilson on October 24, October 31, and November 7, 2025, and online at www.foreclosuretennessee.com from October 24, 2025 through November 11, 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, on November 14, 2025, shortly after 11:00 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 Bank in response to its bid at the price of Two Million, Eight Hundred Sixty-Four Thousand and 00/100 ($2,864,000.00), 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 $2,864,000.00, by these presents do transfer and convey unto Volunteer 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:

> A certain tract or parcel of land located in Davidson County, Tennessee, described as follows, to-wit:
>
> Being Units 1802 and 1804, 1804 Shackleford Road Townhomes, a Horizontal Property Regime with Private Elements, asestablished by Declaration record in Instrument No. 20220310-0027876, as amended in Instrument No. 20220824-0095682, and as shown on the Plat recorded as Exhibit "B" of said Declaration, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.
>
> Being the same property conveyed to 1804 Shackleford, LLC, a Tennessee limited liability company, by Special Warranty Deed from PMA Pennsylvania, LLC, an Indiana limited liability company, dated March 17, 2022, of record in Instrument No. 20220317-0031284, corrected in Instrument No. 20220318-0031732, Register's Office for Davidson County, Tennessee.

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. Any and all unpaid ad valorem taxes payable to City of Nashville, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

3. Deed of Trust executed by 1804 Shackleford LLC, a Tennessee Limited Liability Company, to Dan B. Andrews Jr., Trustee, to secure to Fourth Capital Bank an indebtedness in the amount of $1,866,460.00, of record in Instrument No. 20220324-0034084, Register's Office for Davidson County, Tennessee dated March 23, 2022. This indebtedness is further secured by Assignment of Rents of record in Instrument No. 20220324-0034085, Register's Office for Davidson County, Tennessee. This Deed of Trust was modified by instrument of record in Instrument No. 20230915-0072398, Register's Office for Davidson County, Tennessee. See also Appointment of Successor Trustee of record in Instrument No. 20250113-0002399, Register's Office for Davidson County, Tennessee.

4. Deed of Trust executed by 1804 Shackleford, LLC, to D. Dylan Potter, Trustee, to secure to Rob Stouder an indebtedness in the amount of $250,000.00, of record in Instrument No. 20240516-0036227, Register's Office for Davidson County, Tennessee dated May 14, 2024.

5. Mechanics Lien in favor of Orca Building Group, of record as Instrument No. 20250130-0007143, Register's Office for Davidson County, Tennessee.

6. All matters appearing on the Plan of record in Book 547, page 139, Register's Office for Davidson County, Tennessee.

7. Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20220310-0027876, amended in Instrument No. 20220824-0095682, and Assignment of Rights of record in Instrument No. 20220317-0031285, Register's Office for Davidson County, Tennessee.

8. Affidavit of Heirship of record in Instrument No. 20201028-0124716, Register's Office for Davidson County, Tennessee.

9. Declaration of Restrictions and Covenants for SCMs for Regulated Residential Infill o record in Instrument No. 20250711-0054797, Register's Office for Davidson County, Tennessee.

10. Lease and rental contracts not shown of record.

11. Title to that portion of the Property embraced within the bounds of any street, roads or highways.

12. Liens, encumbrances, or claims thereof, which are not shown by the public record.

13. All other easements and restrictions of record in said Register's Office.

14. Matters which an accurate survey of the Property might disclose.

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,
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 14th day of November, 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 Two Million, Eight Hundred Sixty-Four Thousand and 00/100 ($2,864,000.00).

Affiant

Subscribed and sworn to before me
this the 14th day of November, 2025.

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

Notary Public

My commission expires: 10/04/2027

10616448:v1

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 11/14/2025 (date of document).

Erika R. Barnes

Erika R. Barnes

11/14/2025

Date

State of Tennessee)
)
County of Davidson)

Sworn to and subscribed before me this 14th day of November, 2025.

Notary's Signature

My Commission Expires: 10/09/2027

Notary's Seal

