Prepared by and Returnable to:

David M. Anthony, Successor Trustee

EXO LEGAL PLLC

P.O. Box 121616

Nashville, Tennessee 37212

615-869-0634

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| --- | --- | --- |
| **Address New Owner(s):** | **Send Tax Bills To:****New Owner** | **Map & Parcel Nos.:****133-15-0-154.00 and** **133-15-0-145.00** |

SUBSTITUTE TRUSTEE'S DEED

This instrument is made and entered into on this 2nd day of July, 2024, by and between David M. Anthony, in his capacity as Successor Trustee, and not individually (the “Grantor”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Grantee”); and

**WHEREAS**, default was made in the terms, conditions, and payments provided for and made in a *Deed of Trust, Assignment of Rents, and Security Agreement* dated September 29, 2015, of record at Instrument 20151002-0100643, Register’s Office for Davidson County, Tennessee, which was later modified by that *Modification Agreement* dated October 29, 2015, of record at Instrument 20151109-011375, said Register’s Office, that *Second Modification Agreement* by Plaza Mariachi, LLC, dated January 15, 2016, of record at Instrument 20160128-0008248, said Register’s Office (collectively, the “Deed of Trust”), executed by JMM II, LLC and JMM III, LLC, and Plaza Mariachi, LLC, to Jonathan R. Vinson, 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**, First Financial Bank, N.A., the holder of the Indebtedness secured by said Deed of Trust, replaced said Trustee by naming David M. Anthony as Substitute Trustee by an *Appointment of Substitute Trustee* of record at Instrument 20240523-0038624, Register’s Office for Davidson County, Tennessee, and authorized the Substitute Trustee to act alone or by a Designated Agent with the powers given the Trustee in said Deed of Trust; 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, provided notice that certain property would be sold on Tuesday, July 2, 2024, at 11:00 o’clock a.m., prevailing 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) 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:

**Legal Description:** The real property is described in the Deed of Trust at Instrument 20151002-0100643, Register’s Office for Davidson County, Tennessee, as well as the subsequent modifications listed above.

Tract I:

Land in Davidson County, Tennessee, being Lot No. 5, on the Plan of Revised Plat of the Elysian Plaza Lots 4 and 5, as shown on plat of record in Instrument No. 20030416-0050965, in the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

COMMENCING at an iron pin set in the southwest right-of-way line of Nolensville Pike, said iron pin set being the Northeast corner of Lot 4 of The Plan of Resubdivision of Tract 4, Elysian Plaza, of record as Instrument No. 20010316- 0025374, Registers Office for D Davidson County, also being 394.26 feet from the South right-of-way line of Elysian Fields Road; thence with said right-of-way line as follows:

South 40 degrees 53 minutes 23 seconds East a distance of 140.95 feet to a concrete right-of-way monument found; thence on a curve turning to the right, said curve having an arc length of 82.65 feet, with a radius of 1977.14 feet, with a chord bearing of South 39 degrees 41 minutes 57 seconds East, for a chord distance of 82.65 feet to an iron pin set, said iron pin set being the True Point of Beginning; thence with said right-of-way line with a curve turning to the right, said curve having an arc length of 217.92 feet, with a radius of 1977.14 feet, with a chord bearing of South 35 degrees 21 minutes 37 seconds East, for a chord distance of 217.81 feet to an iron pin set; thence leaving said right-of-way line with the Elysian Fields Shops, LLC Property (Recorded in Instrument No. 20010316-0025374) South 49 degrees 26 minutes 53 seconds West a distance of 16.19 feet to an iron pin found; thence with the Sabrina Shoulders Property (Deed Book 11724, page 812) as follows: South 49 degrees 06 minutes 37 seconds West a distance of 183.11 feet to an iron pin set; thence South 40 degrees 53 minutes 23 seconds East a distance of 16.15 feet to an iron pin set; thence with the said Elysian Fields Shops, LLC Property as follows: South 49 degrees 06 minutes 37 seconds West a distance of 59.13 feet to a pk nail set; thence South 67 degrees 52 minutes 27 seconds West a distance of 160.01 feet to a pk nail set; thence North 78 degrees 07 minutes 11 seconds West a distance of 15.03 feet to a pk nail set; thence South 49 degrees 11 minutes 21 seconds West a distance of 36.84 feet to a p.k. nail set; thence along and across said Lot 4 as follows: South 40 degrees 34 minutes 44 seconds East a distance of 32.79 feet to a p.k. nail set; thence South 23 degrees 11 minutes 14 seconds West a distance of 15.34 feet to a point; thence South 21 degrees 57 minutes 52 seconds East a distance of 56.65 feet to a p.k. nail set; thence South 69 degrees 43 minutes 59 seconds West a distance of 265.39 feet to a point in a Presplit Wall; thence with the original lot line of lot 5 as follows: thence North 82 degrees 02 minutes 31 seconds West a distance of 34.43 feet to a point in a Presplit Wall; thence North 41 degrees 20 minutes 42 seconds West a distance of 215.77 feet to a point in a Presplit Wall: thence North 07 degrees 41 minutes 02 seconds East a distance of 33.65 feet to a point in a Presplit Wall; thence North 49 degrees 11 minutes 21 seconds East a distance of 316.21 feet to a pk nail set; thence South 40 degrees 55 minutes 32 seconds East a distance of 4.39 feet to a point in curb; thence North 49 degrees 11 minutes 21 seconds East a distance of 198.64 feet to a pk nail set; thence' South 40 degrees 55 minutes 32 seconds East a distance of 89.87 feet to a pk nail set; thence North 49 degrees 06 minutes 37 seconds East a distance of 241.83 feet to the point of beginning, containing 213218.4 +/- square feet, or 4.90+/- acres.

Being the same property conveyed to Plaza Mariachi, LLC by Quit Claim Deed dated January 27, 2016, from JMM II, LLC, in Instrument 20160128-0008246, Register's Office for Davidson County, Tennessee.

Tract II:

Land in Davidson County, Tennessee, being Lot No. 4, on the Plan of Revised Plat of the Elysian Plaza Lots 4 and 5, as shown on plat of record in Instrument No. 20030416-0050965, in the Register's Office for Davidson County, Tennessee, to which plat reference is made for a more particular description.

INCLUDED IN THE ABOVE LEGAL DESCRIPTION BUT EXPRESSLY EXCLUDED FROM the Deed of Trust is that property more particularly described in a conveyance by Elysian Fields Shops, LLC, a Tennessee limited liability company to Kroger Limited Partnership I, an Ohio limited partnership of record in 20030417-0051599, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Plaza Mariachi, LLC by Quit Claim Deed dated January 27, 2016, from JMM III, LLC, in Instrument 20160128-0008247, Register's Office for Davidson County, Tennessee.

 Map/Parcel Nos: 133-15-0-154.00 and 133-15-0-145.00

**Street Address:**  The street address of the property is believed to be 3941 / 3955 Nolensville Road, Nashville, Tennessee 37211, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description in the Deed of Trust shall control.

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.

Several Notice of Federal Tax Liens have been filed by the Department of the Treasury, Internal Revenue Service, including: that instrument dated April 26, 2018, against PM Realty Nashville, LLC, of record at Instrument No. 20180504-0042557, Register’s Office for Davidson County; that instrument dated August 13, 2019, against PM Realty Nashville, LLC, of record at Instrument No. 20190822-0084435, Register’s Office for Davidson County; that instrument dated October 2, 2020, against PM Realty Nashville, LLC, of record at Instrument No. 20201013-0118534, Register’s Office for Davidson County; that instrument dated December 23, 2020, against PM Realty Nashville, LLC, of record at Instrument No. 20210105-0001263, Register’s Office for Davidson County; that instrument dated April 1, 2021, against PM Realty Nashville, LLC, of record at Instrument No. 20210409-0047680, Register’s Office for Davidson County; and that instrument dated May 5, 2021, against PM Realty Nashville, LLC, of record at Instrument No. 20210514-0065231, Register’s Office for Davidson County. Timely notice has been given by the Trustee to the Internal Revenue Service by certified mail, as required by 26 U.S.C. §7425(b). The sale of this property will be subject to the right of the United States to redeem said property pursuant to 26 U.S.C. §7425(d).

Several Notice of State Tax Liens have been filed by the State of Tennessee Department of Revenue, including: that instrument dated August 20, 2020, against JMM II, LLC, of record at Instrument No. 20200901-0099044, Register’s Office for Davidson County; that instrument dated August 31, 2020, against PM Realty Nashville, LLC, of record at Instrument No. 20200911-0103897, Register’s Office for Davidson County; and that instrument dated October 13, 2020, against Plaza Mariachi, LLC, of record at Instrument No. 20201028-0124437, Register’s Office for Davidson County. Timely notice has been given by the Substitute Trustee to the Department of Revenue, State of Tennessee, pursuant to Tenn. Code Ann. § 67-1-1433(b)(1). The sale of this property will be subject to the right of the Department of Revenue, State of Tennessee, to redeem said property under the provisions of Tenn. Code Ann. § 67-1-1433(c).

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 \_\_\_\_\_\_ day of July, 2024.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 \_\_\_\_\_ day of July, 2024.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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AFFIANT

Subscribed and sworn before me on this \_\_\_\_\_\_ day of July, 2024.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_