



**.99± Acres Zoned CS Located at 5522  
Clarksville Pk, Joelton, TN 37080**



(615)-517-7675



[www.mclemoreauction.com](http://www.mclemoreauction.com)





[will@mclemoreauction.com](mailto:will@mclemoreauction.com)

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# Blank Deed (To Be Used to Deed Property to High Bidder)

<b>SPECIAL WARRANTY DEED</b>		STATE OF TENNESSEE ) COUNTY OF DAVIDSON )  THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER FOR THIS TRANSFER IS \$ <u>10.00</u>  <u>Gregory Richardson</u>  , Affiant  SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE <u>26</u> DAY OF <u>April</u> , 2018   / Notary Public MY COMMISSION EXPIRES: <u>07/05/21</u> (AFFIX SEAL)	
<b>THIS INSTRUMENT WAS PREPARED BY:</b> Prochaska Quinn & Ferraro, PC Victoria A. Ferraro 401 Church Street, Suite 2600 Nashville, Tennessee 37219			
ADDRESS NEW OWNER(S) AS FOLLOWS  _____ _____ _____	SEND TAX BILLS TO:  Same as Owner	MAP-PARCEL NUMBERS  _____	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATIONS THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, I/WE, **RICHARDSON INVESTMENTS, LLC** of Nashville, HEREINAFTER CALLED THE GRANTOR(S), HAVE SOLD, AND BY THESE PRESENTS DO QUITCLAIM AND CONVEY ALL OF GRANTOR(S)' RIGHT TITLE AND INTEREST UNTO \_\_\_\_\_, HEREINAFTER CALLED THE GRANTEE(S), GRANTEE'S HEIRS AND ASSIGNS, A CERTAIN TRACT(S) OR PARCEL(S) OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT (the "PROPERTY"):

**Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Harris No. 2 Subdivision, Resubdivision of Lot 2, of Record in Instrument No. 20100302-0015644, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.**

**Being a party of the same property conveyed to Richardson Investments, LLC of Nashville by Quitclaim deed from Robert Daniel Richardson dated April 11, 2018 and recorded April 11,**



# Blank Deed (To Be Used to Deed Property to High Bidder)

2018, as Instrument No. 20180411-0034105, in the Register's Office for Davidson County, Tennessee.

This is ☐ improved x unimproved property, known as 5522 Clarksville Pike, Joelton Tennessee, 38080.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons claiming by and through the GRANTOR(S) or its immediate predecessor(s) in title, but not otherwise. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

WITNESS my/our hand(s) this 26 day of April, 2018

RICHARDSON INVESTMENTS, LLC of Nashville

BY: [Signature]

TITLE: Member

Print Name: Gregory Richardson

STATE OF IN )  
COUNTY OF DAVIDSON )

**PERSONALLY APPEARED BEFORE ME;** the undersigned, a Notary Public in and for said County and State, the within named Gregory Richardson, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

WITNESS MY HAND AND OFFICIAL seal this 26 day of April, 2018.



[SEAL]

[Signature]

Notary Public

Print Name: Carroll M. Richardson

My Commission Expires: 07/05/21

## RETURN TO:

Prochaska Quinn & Ferraro, P.C.  
401 Church St., Suite 2600  
Nashville, Tennessee 37219



# Traffic History

Traffic History reflects the Annual Average Daily Traffic (AADT) count along specific locations on Tennessee's road network

View stations on map:  Non-Map Record Search:  Station Number:



## Station Information

Station	000015
Route	SR112
Location	S OF GERMATNOWN
County	Davidson
2016	7804
2015	7031
2014	6592
2013	5889
2012	6227
2011	6216
2010	6088
2009	5948
2008	5966
2007	6853
2006	6495
2005	6823
2004	6744
2003	6437
2002	6034
2001	6450
2000	6451
1999	6675
1998	7056
1997	7280

Download File:

[KML](#)

[ESRI Geodatabase](#)

[ESRI Shapefile](#)

[Database Table](#)

Open With:

[Google Earth](#)

[ArcGIS Explorer](#)

[MS Access or Excel](#)

# Tax Info



Friday, September 15, 2017

## LOCATION

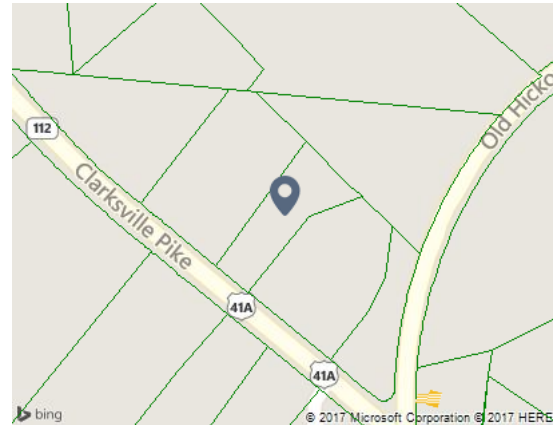
<b>Property Address</b>	5522 Clarksville Pike Joelton, TN 37080	
<b>Subdivision</b>	Harris	
<b>County</b>	Davidson County, TN	

## PROPERTY SUMMARY

<b>Property Type</b>	Commercial
<b>Land Use</b>	Vacant Commercial Land
<b>Improvement Type</b>	
<b>Square Feet</b>	

## GENERAL PARCEL INFORMATION

<b>Parcel ID/Tax ID</b>	030-00-0-268.00
<b>Alternate Parcel ID</b>	
<b>Account Number</b>	
<b>District/Ward</b>	GSD
<b>2010 Census Trct/Blk</b>	101.04/1
<b>Assessor Roll Year</b>	2016



## CURRENT OWNER

<b>Name</b>	Richardson Robert Daniel
<b>Mailing Address</b>	7622 Bidwell Rd Joelton, TN 37080-8619

## SALES HISTORY THROUGH 08/17/2017

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
11/13/2013		Richardson Robert Daniel		Quit Claim Deed		201312190128336
6/25/2012		Richardson Investments LLC		Quit Claim Deed		201308210088111
10/30/2009	\$900,000	G-Mamary LLC			2	201010010078495
10/30/2009	\$900,000	Exchange Resources Inc		Warranty Deed	2	200912020110062

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2016	<b>Assessment Year</b>	2016	<b>County</b>	
<b>Appraised Land</b>	\$64,700	<b>Assessed Land</b>		<b>General Service District</b>	3.924
<b>Appraised Improvements</b>		<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$64,700	<b>Total Assessment</b>	\$25,880		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2016		\$1,015.53	\$1,015.53
2015		\$1,015.53	\$1,015.53
2014		\$1,015.53	\$1,015.53
2013		\$1,015.53	\$1,015.53

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Information Deemed Reliable But Not Guaranteed.

Page 3 of 30



Property Report for 5522 CLARKSVILLE PIKE. cont.

**MORTGAGE HISTORY**

No mortgages were found for this parcel.

**PROPERTY CHARACTERISTICS: BUILDING**

No Buildings were found for this parcel.

**PROPERTY CHARACTERISTICS: EXTRA FEATURES**

No extra features were found for this parcel.

**PROPERTY CHARACTERISTICS: LOT**

<b>Land Use</b>	Vacant Commercial Land	<b>Lot Dimensions</b>	98 X 367
<b>Block/Lot</b>	/2	<b>Lot Square Feet</b>	43,124
<b>Latitude/Longitude</b>	36.280881°-86.874439°	<b>Acreage</b>	0.99

**PROPERTY CHARACTERISTICS: UTILITIES/AREA**

<b>Gas Source</b>		<b>Road Type</b>	
<b>Electric Source</b>		<b>Topography</b>	
<b>Water Source</b>		<b>District Trend</b>	
<b>Sewer Source</b>		<b>Special School District 1</b>	
<b>Zoning Code</b>	Cs: Commercial Service	<b>Special School District 2</b>	
<b>Owner Type</b>			

**LEGAL DESCRIPTION**

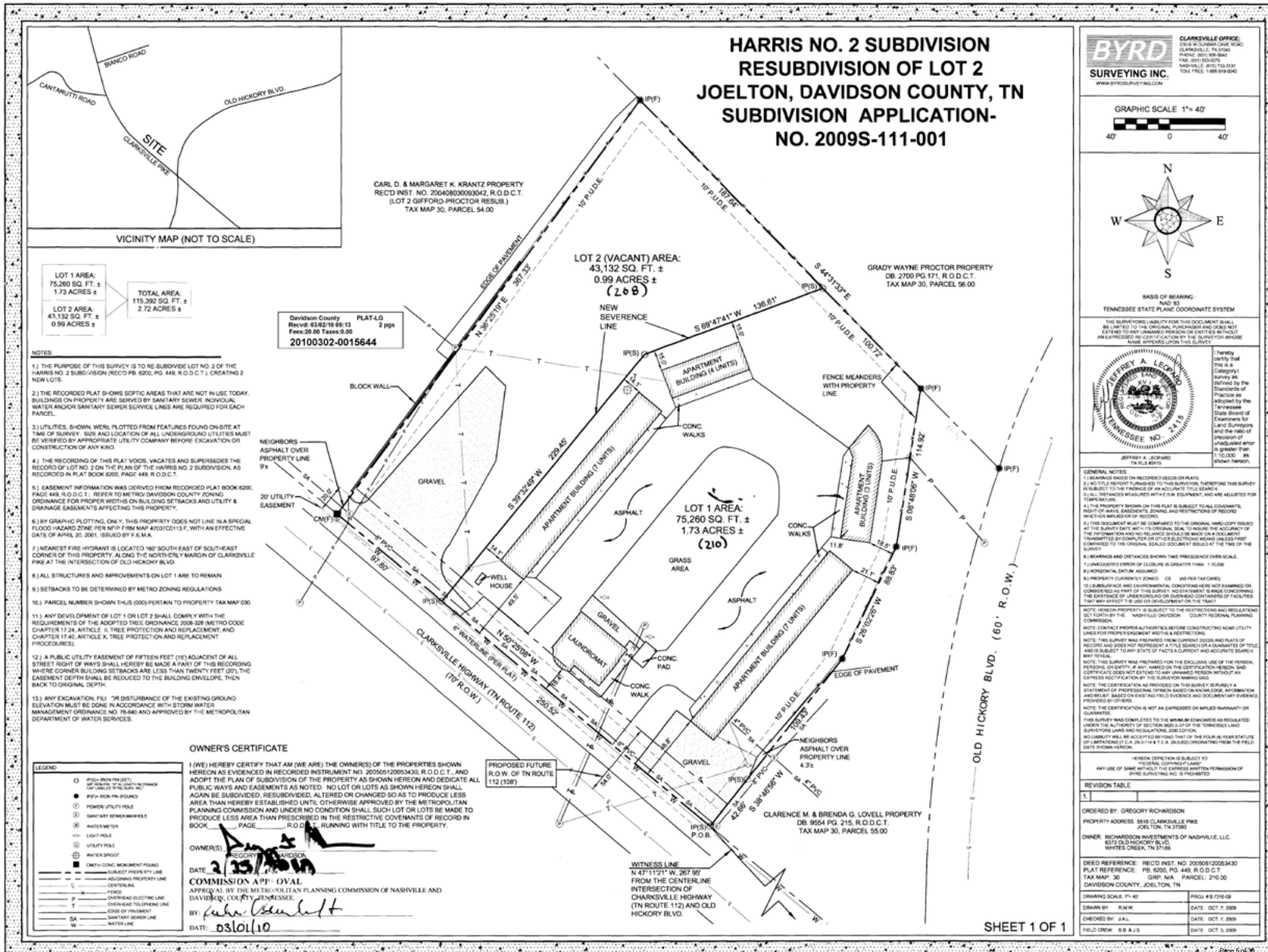
<b>Subdivision</b>	Harris	<b>Plat Book/Page</b>	
<b>Block/Lot</b>	/2	<b>District/Ward</b>	GSD
<b>Description</b>	Lot 2 Harris No. 2 Subd Resubdivision Of Lot 2 / Neighborhood Code And Name: 6812 Clarksville Pk/Joelton		

**FLOOD ZONE INFORMATION**

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47037C0113H	04/05/2017
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47037C0111H	04/05/2017



# Plat (October 2009)





I, Richard Bernhardt do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Richard Bernhardt

Signature

State of Tennessee  
County of Davidson



My Commission Expires MAY 6, 2013

Personally appeared before me, Maxie S. Starks, a notary public for this county and state, Richard Bernhardt who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Maxie S. Starks

Notary's Signature

MY COMMISSION EXPIRES: \_\_\_\_\_

Notary's Seal (If on paper)

**McLEMORE**  
AUCTION  
COMPANY, LLC

8

# Sewer Easement

Prepared by the  
Metropolitan Department of Water and  
Sewerage Services  
1600 2nd Avenue North  
Nashville, Tennessee

BOOK 7474 PAGE 659

**AGREEMENT FOR DEDICATION OF EASEMENT**  
for  
**SANITARY SEWERS AND/OR STORM DRAINAGE**

For and in consideration for the mutual benefits that will accrue by reason of the hereinafter described improvements, the undersigned do hereby grant, bargain, sell, transfer and convey unto Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, a permanent easement and/or right-of-way described as follows:

Easement No. A-4

Parcel No. 38-213

A 24 foot permanent easement across a portion of Lot 2 of the Harris No. 2 Subdivision, as of record in Book 6233, Page 449, R.O.D.C., Tennessee; said easement being northeast of and adjacent to the southwesterly line of the aforesaid lot. Said easement extending from the northwesterly boundary of an existing 14 foot utility easement along the southeasterly line of the aforesaid lot, to the southeasterly boundary of an existing 14 foot utility easement along the northwesterly line of the aforesaid lot.

A 14 foot temporary construction easement northeast of and adjacent to the aforescribed permanent easement. Said temporary construction easement to be abandoned upon completion of construction.

Being part of the property conveyed to Melvin H. Smalley, the deed for which is of record in Book 7255, Page 824, R.O.D.C., Tennessee.

Grantors, their heirs, successors and assigns hereby give the right to 2 feet, no larger than 5 inches, in consideration for granting this easement. This clause does not provide that the easement will tie the property onto the sewer.

The easement will be located as designated by grantor at the time of construction.

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of Metropolitan Government of Nashville and Davidson County, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect sanitary sewers and/or drainage improvements within the limits of the aforescribed easement or right-of-way.

To have and to hold said easement or right-of-way to Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever. I/We do hereby covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in the opinion of the Director of Water and Sewerage Services, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. Metropolitan Government hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible. I/we do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for Metropolitan Government of Nashville and Davidson County, Tennessee, during the construction of any of the aforesaid improvements.



BOOK 7474 PAGE 660

I/We do further covenant and bind myself/ourselves, my/our heirs, and representatives to warrant and forever defend the right of the grantee to the foregoing easement or right-of-way against the claim of all persons whomsoever.

WITNESS my/our hand(s), this 2 day of Feb, 1988.

Malcolm H. Smalley

STATE OF Idaho

COUNTY OF Davidson

Personally appeared before me, Ronald E. Luning, a Notary Public in and for said State and County, the within named Malcolm H. Smalley

the bargainor(s), with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and seal at Boise, Idaho, day of Feb, 1988

My Commission Expires Jan 21, 1990

Ronald E. Luning Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_

with whom I am personally acquainted, and who, upon oath, acknowledged \_\_\_\_\_ to be

the within named bargainor(s), \_\_\_\_\_, and that \_\_\_\_\_, as such

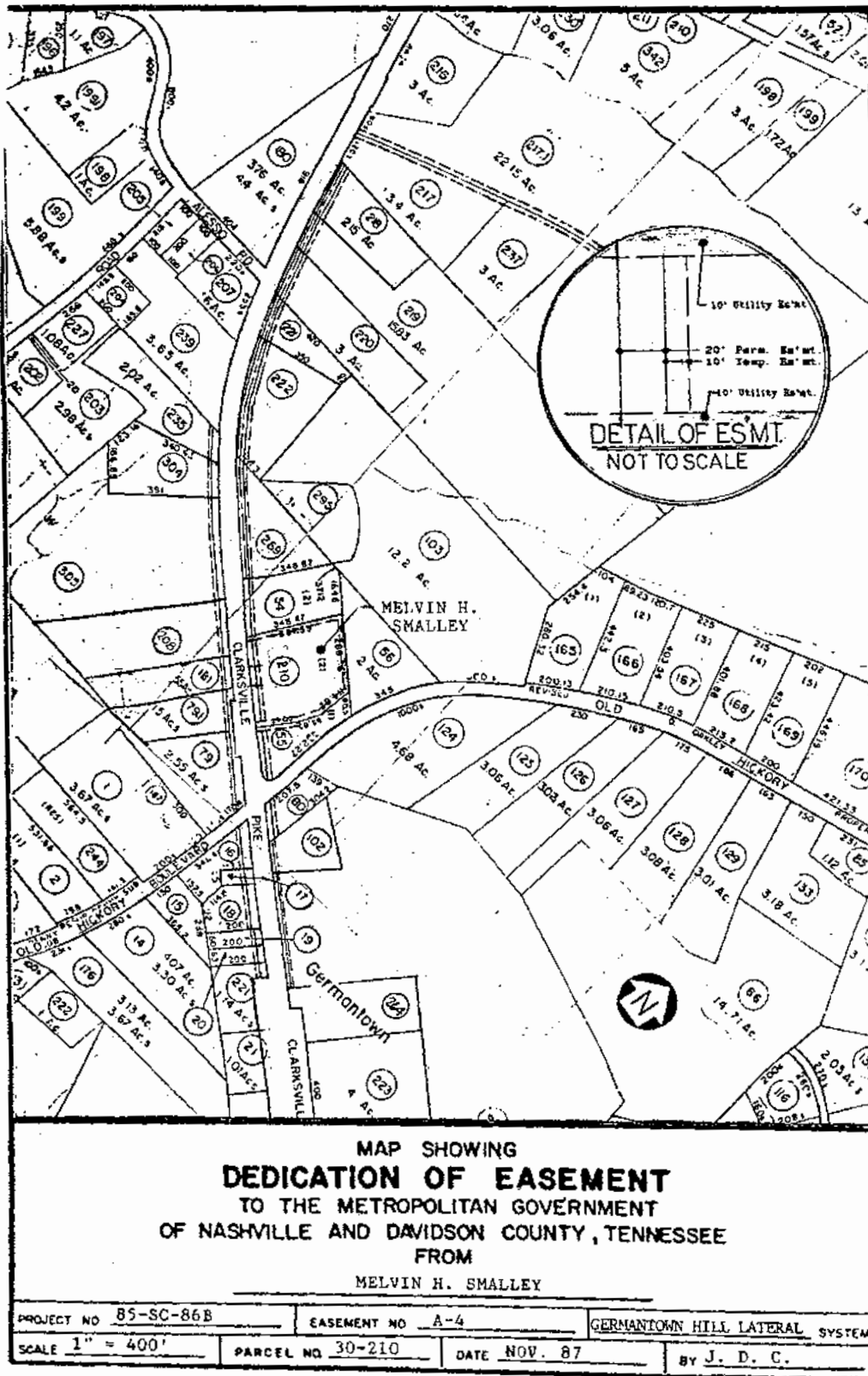
being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Notary Public

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

BOOK 7474 PAGE 661



# Court Order

BILL GARRETT, Davidson County

Trans: T20130095385 JDGMT

Recvd: 11/07/13 14:48 3 pgs

Fees: 17.00 Taxes: 0.00



20131107-0115757

RECEIVED

OCT 30 2013

Dev. Co. Chancery Court

**IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE  
TWENTIETH JUDICIAL DISTRICT**

**W. DAVID BRIDGERS, TRUSTEE,**

**Plaintiff,**

**vs.**

**RICHARDSON INVESTMENTS, LLC  
OF NASHVILLE,**

**Defendant.**

NO. 12-1164-III

Chancellor Lyle

DAVIDSON COUNTY CHANCERY CT.  
D.C. & N.

2013 NOV -5 AM 10:11

FILED

**ORDER GRANTING MOTION FOR SUMMARY JUDGMENT AGAINST  
DEFENDANT RICHARDSON INVESTMENTS, LLC OF NASHVILLE**

W. David Bridgers, acting as Trustee, under agreement for the benefit of Fred Takacs, Mary Jane Dewey, Marion Bothwell Crigler Jr., Elizabeth L. Murphy Attorney at Law and Neal & Harwell, PLC (collectively, the "Plaintiff") filed a Motion in this Court for Summary Judgment in its favor against Richardson Investments, LLC of Nashville (the "Defendant") pursuant to Rule 56 of the Tenn. R. Civ. P. (the "Motion"). As part of its Motion, Plaintiff asserted that entry of a judgment against the Defendant is appropriate based on the law and undisputed facts. The Defendant initially filed a response to the Plaintiff's Motion for Summary Judgment setting forth its opposition to the Motion and included a response to Plaintiff's Rule 56.03 Statement of Material Facts wherein Defendant either admitted that there is no genuine dispute as to the Plaintiff's Statement of Material Facts or that the Defendant lacked knowledge to respond to the Plaintiff's Statement of Material Facts. Thereafter, Defendant filed a Notice Withdrawing Defendant's Response to Plaintiff's Motion for Summary Judgment. The Court is satisfied based upon the allegations in the Motion, the underlying Complaint filed by Plaintiff,



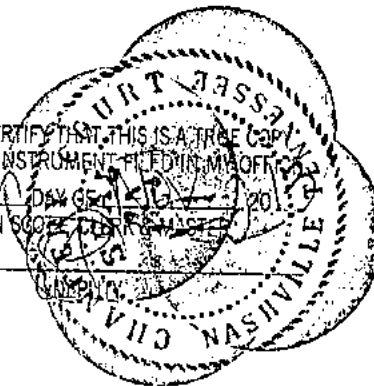


Defendant's initial response to the Motion and its withdrawal of any opposition to the Motion, that Plaintiff's Motion should be granted and Plaintiff is entitled to a judgment against the Defendant in the amount of \$179,902.32 as of October 11, 2013, the date the Motion was originally set for hearing by the Court, plus interest at the simple rate of 5% per annum (a per diem rate of \$20.54) from and after October 11, 2013, until said judgment is paid, plus reasonable attorneys' fees and expenses in an amount to be determined by the Court upon separate application by counsel for the Plaintiff; therefore, it is hereby **ORDERED**, **ADJUDGED** and **DECREED** that the Motion is hereby **GRANTED** and Plaintiff is hereby granted a **JUDGMENT** against Defendant Richardson Investments, LLC of Nashville in the amount of \$179,902.32, plus interest accruing after October 11, 2013 at the simple rate of 5% per annum (a per diem rate of \$20.54) until said judgment is paid, plus reasonable attorneys' fees and expenses in an amount to be determined by the Court upon separate application by counsel for the Plaintiff, and the costs of this action shall be assessed against the Defendant, Richardson

Investments, LLC of Nashville for which execution may issue. *This is not a final order as attorney fees award is pending.* EHL  
Enter this \_\_\_\_ day of \_\_\_\_\_, 2013

*Ellen Hobbs Lyle*  
ELLEN HOBBS LYLE, CHANCELLOR


I HEREBY CERTIFY THAT THIS IS A TRUE COPY  
OF ORIGINAL INSTRUMENT FILED IN MAJESTY  
THIS 10th DAY OF SEP 2013  
BY CRISTI SCOTT CLARK



{Legal/80177/16158/01203541.DOC}

**APPROVED FOR ENTRY:**

**NEAL & HARWELL, PLC**

By:   
David G. Thompson, BPR #20309  
Stephen M. Montgomery, BPR #26489

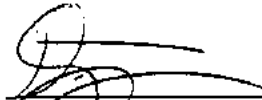
150 Fourth Avenue North, Suite 2000  
Nashville, TN 37219  
(615) 244-1713 telephone  
(615) 726-0573 facsimile

*Counsel for W. David Bridgers, Trustee  
for the benefit of Fred Takacs,  
Mary Jane Dewey, Marion Bothwell Crigler, Jr.,  
Elizabeth Murphy, Attorney at Law, and Neal & Harwell, PLC*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served by first class mail, postage prepaid, on the following on this the 29<sup>th</sup> day of October, 2013.

James David Nave  
320 Whitworth Way  
Nashville, TN 37205

  
David G. Thompson



{Lcgn/80177/16158/01203541.DOC}

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE  
 TWENTIETH JUDICIAL DISTRICT

W. DAVID BRIDGERS, TRUSTEE,

Plaintiff,

vs.

RICHARDSON INVESTMENTS, LLC  
 OF NASHVILLE,

Defendant.

FC9A  
 NO. 12-1164-III

RECEIVED  
 DEC 05 2013  
 Dav. Co. Chancery Court  
 2013 DEC 16 PM 2:43  
 DAVIDSON CO. CHANCERY CT.  
 D.C. & H.  
 FILED

**ORDER GRANTING MOTION FOR ATTORNEYS' FEES AND EXPENSES  
 AND ORDER GRANTING MOTION FOR ENTRY OF FINAL ORDER  
 OF JUDGMENT AGAINST DEFENDANT**

W. David Bridgers, acting as Trustee, under agreement for the benefit of Fred Takacs, Mary Jane Dewey, Marion Bothwell Crigler Jr., Elizabeth L. Murphy Attorney at Law and Neal & Harwell, PLC (collectively, the "Plaintiff") having previously been awarded an Order Granting Motion for Summary Judgment on November 5, 2013, by and through counsel, filed a Motion for Attorneys' Fees and Expenses and Motion for Entry of Final Order of Judgment Against Defendant (the "Motions") on November 20, 2013; set the Motions for hearing on Friday, December 6, 2013; and served the Motions upon counsel for the Defendant. Counsel for the Plaintiff has received no responsive pleadings from the Defendant and asserts that the Motions are unopposed. The Court, having reviewed the Motions and determined that no opposition has been filed, finds the Motions to be well taken. It is therefore **ORDERED, ADJUDGED and DECREED** as follows:

- (1) The Motions are granted;

BILL GARRETT, Davidson County

Trans: T20130105954 JDGMT

Recvd: 12/20/13 08:59 3 pgs

Fees: 17.00 Taxes: 0.00



20131220-0128529

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(2) The Plaintiff is entitled to an award for attorneys' fees and expenses in the amount of 6,570.95 against Defendant Richardson Investments, LLC of Nashville; and


(3) Plaintiff is hereby awarded a final Order of Judgment against Defendant Richardson Investments, LLC of Nashville in the amount of \$179,902.32, plus interest accruing after October 11, 2013 at the simple rate of 5% per annum (a per diem rate of \$20.54) until said judgment is paid, plus attorneys' fees and expenses in the amount of \$6,570.95. The costs of this action shall be taxed against Defendant Richardson Investments, LLC of Nashville for which execution may issue.

Enter this \_\_\_\_ day of \_\_\_\_\_, 2013

  
ELLEN HOBBS LYLE, CHANCELLOR

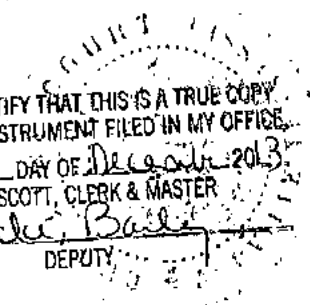
**APPROVED FOR ENTRY:**

**NEAL & HARWELL, PLC**

By:   
David G. Thompson, BPR #20309  
Stephen M. Montgomery, BPR #26489

150 Fourth Avenue North, Suite 2000  
Nashville, TN 37219  
(615) 244-1713 telephone  
(615) 726-0573 facsimile

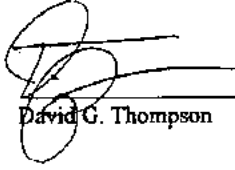
*Counsel for W. David Bridgers, Trustee  
for the benefit of Fred Takacs,  
Mary Jane Dewey, Marion Bothwell Crigler, Jr.,  
Elizabeth Murphy, Attorney at Law, and Neal & Harwell, PLC*

  
I HEREBY CERTIFY THAT THIS IS A TRUE COPY  
OF ORIGINAL INSTRUMENT FILED IN MY OFFICE  
THIS 18 DAY OF December 2013  
CRISTI SCOTT, CLERK & MASTER  
BY Vicki Bailey  
DEPUTY

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served by e-mail and first class mail, postage prepaid, on the following on this the 5<sup>th</sup> day of December, 2013:

James David Nave, Esq.  
320 Whitworth Way  
Nashville, TN 37205  
E-mail: [ddnave2@comcast.net](mailto:ddnave2@comcast.net)

  
\_\_\_\_\_  
David G. Thompson



STATE OF TENNESSEE  
COUNTY OF DAVIDSON  
THE ACTUAL CONSIDERATION OR VALUE,  
WHICHEVER IS GREATER, FOR THIS TRANSFER IS  
\$ TEN (\$10.00) dollars  
Affiant  
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE  
13th DAY OF November, 2013.  
*[Signature]*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: March 7, 2017

THIS INSTRUMENT WAS PREPARED BY  
Fred Standbrook, Attorney at Law, 5426 Clarksville Hwy, Whites Creek, TN 37189

ADDRESS OF NEW OWNER(S)	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert Daniel Richardson 7622 Bidwell Road Joelton, TN 37080	Same	Map & Parcel No.  03000026800

For and in consideration of the sum of ten dollars, cash in hand paid by the hereinafter named grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, RICHARDSON INVESTMENTS, LLC of Nashville, its successors, heirs and assigns forever, quitclaims to Robert Daniel Richardson all of its rights, title and interest in a certain tract or parcel of land in Davidson County, state of Tennessee, described as follows: To wit:

Land in Davidson County, Tennessee, being Lot. No. 2 on the Plan of Harris No. 2 Subdivision, Resubdivision of Lot 2, of record in Instrument No. 20100302-0015644, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being a part of the same property conveyed to "Richardson Investments, LLC" of Nashville by quitclaim deed from G-MaMary, LLC, dated June 25, 2013, and recorded August 21, 2013, as Instrument No. 20130821-0088111, in the Register's Office for Davidson County, Tennessee.

**BILL GARRETT, Davidson County**

Trans: T20130105813 DEEDQC

Recvd: 12/19/13 13:33 2 pgs

Fees: 12.00 Taxes: 0.00



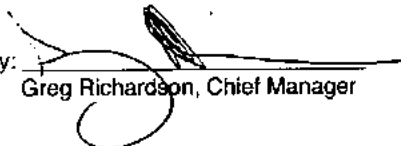
20131219-0128336

Page 17 of 30



WITNESS my hand(s) this 13<sup>th</sup> day of November, 2013.

**Richardson Investments, LLC**

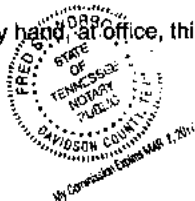
By:   
Greg Richardson, Chief Manager

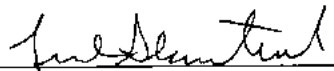
STATE OF TENNESSEE     )

COUNTY OF DAVIDSON     )

Personally appeared before me, Greg Richardson, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who, under oath, acknowledged that he is the Chief Manager of Richardson Investments, LLC, the within-named bargainor, a limited liability company, and that such Greg Richardson, as such Chief Manager, executed the foregoing instrument for the purposes and considerations therein contained, by personally signing the name of the limited liability company as Chief Manager.

Witness my hand, at office, this 13<sup>th</sup> day of November, 2013.



  
FRED STANDBROOK  
NOTARY PUBLIC

My Commission Expires: March 7, 2017

# Title Commitment



*First American*

## First American Title Insurance Company

### COMMITMENT INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services  
611 Commerce St., Ste. 3101  
Nashville, TN 37203

or

The office which issued this Commitment

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AGREEMENT TO ISSUE POLICY

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3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS



## TITLE INSURANCE COMMITMENT

BY

### ***First American Title Insurance Company***

#### AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

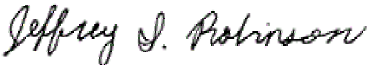
The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

#### ***First American Title Insurance Company***



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

ALTA Plain Language Commitment (2006)

Commitment Page 3  
Commitment Number: NCS-868156-NAS

## SCHEDULE A

1. Commitment Date: September 07, 2017 at 8:00 a.m.
2. Policy (or Policies) to be issued:
  - a. ALTA Owners Policy (06-17-06) \$TBD  
  
Proposed Insured:  
A Natural Person or Legal Entity to be Designated
  - b. ALTA Loan Policy (06-17-06) \$N/A  
  
Proposed Insured:  
None
3. Fee simple interest in the Land described in this Commitment is owned, at the Commitment Date, by Robert Daniel Richardson .
4. The Land referred to in this Commitment is described as follows:

**See Schedule A attached hereto and made a part hereof**



## SCHEDULE A (Continued)

File No.: **NCS-868156-NAS**

Land located in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Harris No. 2 Subdivision, Resubdivision of Lot 2, of record in Instrument No. 201003020015644, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Robert Daniel Richardson, by Deed from Richardson Investments, LLC of Nashville, of record in Instrument No. 201312190128336, in the Register's Office of Davidson County, Tennessee.





## SCHEDULE B - SECTION I REQUIREMENTS

File No.: **NCS-868156-NAS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or mortgage to be Insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
  - a. Warranty Deed in a form approved by the Company, conveying the interest in the property described in Schedule A.
6. This Company must be provided with proof of the existence of the purchasing/borrowing entity to be insured. If a loan is to be insured as part of the transaction contemplated in this commitment, the Company will require appropriate authority documents for the purchasing/borrowing entity prior to issuance of any policy. Once purchasing/borrowing entity type is determined please confirm with this office what authority documents will be required.
7. Payment in full of all past due or currently due taxes and assessments.

As to Tax Identification No. 03000026800: 2016 Davidson County Taxes are DELINQUENT in the amount of \$1,122.13, plus penalties and interest; 2015 Davidson County Taxes are DELINQUENT in the amount of \$1,015.52, plus penalties and interest, costs & fees; No City Taxes.

NOTE: Contact Davidson County Clerk and Master for the amount required for delinquent taxes immediately prior to closing.

NOTE: 2017 Taxes will become due and payable October 1, 2017 and, if not paid in full sooner, will become delinquent March 1, 2018.

8. Release/Dismissal of Order Granting Motion for Summary Judgment Against Defendant Richardson Investments, LLC of Nashville, Chancery Court for Davidson County, Case No. 12-1164-III, of record in Instrument No. 201311070115757, in the Register's Office of Davidson County, Tennessee.
9. Release/Dismissal of Order Granting Motion for Attorneys' Fees and Expenses and Order Granting Motion for Entry of Final Order of Judgment, Chancery Court for Davidson County, Case No. 12-1164-III, of record in Instrument No. 201312200128529, in the Register's Office of Davidson County, Tennessee.



ALTA Plain Language Commitment (2006)

Commitment Page 6  
Commitment Number: NCS-868156-NAS

10. Execution and delivery to us of an Owner's Affidavit, in context to the transaction and in form satisfactory to Company.
11. A current ALTA/NSPS survey of the land, certified to the Company, to the Insured, and to the Lender, if we are expected to delete or modify the general survey exception.
12. Additional requirements may be made for any endorsements to be issued as part of the Policy.



## **SCHEDULE B - SECTION II**

### **EXCEPTIONS FROM COVERAGE**

File No.: **NCS-868156-NAS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing the public records or attaching subsequent to the effective date hereof, but prior to the date of recording of the interest of the Insured.
7. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
8. No insurance is afforded as to the acreage or square footage contained in the insured property.
9. Taxes and assessments for the year 2017 and subsequent years, not yet due and payable.
10. All matters shown on plats of record in Book 6200, Page 449 and Instrument No. 201003020015644, in the Register's Office of Davidson County, Tennessee.
11. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Melvin H. Smalley to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 7474, Page 659, in the Register's Office of Davidson County, Tennessee.
12. Rights of parties in possession not shown by the public record.
13. Matters as would be disclosed by a current and accurate survey and inspection of the subject premises.



## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.





*First American Title*

## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.





# Email Documenting Availability of Sewer and Water

**Subject: RE: Location of Water Lines**

From: MWS Development Services - To: will@mclemoreauction.com - Date: October 24, 2017 at 11:53 AM, Attachments: image001.png

We do have water and sewer available.

Thanks.



# Email Documenting Availability of Sewer and Water



**From:** Will McLemore [mailto:will@mclemoreauction.com]  
**Sent:** Tuesday, October 24, 2017 11:35 AM  
**To:** MWS Development Services  
**Subject:** Location of Water Lines

Do you provide water or sewer to this address:

5522 Clarksville Pk, Joelton, TN 37080

Or, if not, do you provide water and sewer to properties near this one?

Please let me know.

Yours Truly,

Will

--

Will McLemore  
McLemore Auction Company, LLC  
470 Woodycrest Ave.  
Nashville, TN 37210  
(615) 636-9602  
[will@mclemoreauction.com](mailto:will@mclemoreauction.com)



# Sheriff's Notice of Sale and Proof of Publication

## COST OF PUBLICATION

First Insertion	\$275.00
Second Insertion	275.00
Third Insertion	275.00
Total	\$825.00

### Sheriff's Notice of Sale

WHEREAS, on December 16, 2013, the final order judgment was entered against Richardson Investments, LLC of Nashville, ("Defendant") in favor of W. David Bridges, Trustee, ("Plaintiff") by Chancellor Ellen Hobbs Lyle.

WHEREAS, said judgment in the amount of \$179,902.32 plus interest accruing after October 11, 2013, at the simple rate of 5% per annum (a per diem rate of \$20.54) until said judgment is paid, plus attorneys' fees and expenses in the amount of \$6,570.95 was filed in the Davidson County Register of Deeds Office on December 20, 2013.

WHEREAS, on August 11, 2017, a levy of execution was issued by the Chancery Court of Nashville Davidson County, Tennessee, commanding the Davidson County Sheriff's Office (DCSO) to take from the Defendant \$215,188.19 and to levy against the Defendant's real property described as .99 ± Acres of Vacant Land Located at 5522 Clarksville Pike, (Davidson County Tax ID 030-00-0-268.00 (hereinafter referred to as Property)).

WHEREAS, on August 30, 2017, the levy of execution was posted prominently at the subject property, 5522 Clarksville Pike by the Davidson County Sheriff's Office (DCSO) and the DCSO officer executed a lawful return; the original was returned to the issuing court.

WHEREAS, a title search of the subject property conducted by David Thompson of Neal and Harwell revealed the only interested party to the property is Robert Daniel Richardson 7622 Bidwell Road, Joelton TN 37080.

WHEREAS, there are no other known creditors with a recorded interest in the subject property.

WHEREAS, McLemore Auction Company, LLC (hereinafter referred to as "Auction Company") will sell the subject property at auction on the premises of 5522 Clarksville Pike, Joelton, Davidson County, Tennessee on the 31st day of October, 2017 at 2:00 p.m.

WHEREAS, the terms of sale are as follows:

1. Auction Company will sell the subject property to the highest bidder;
2. A 10% buyer's premium will be added to the high bid price to determine the total sales price for the Property;
3. At the conclusion of the auction, Auction Company will collect a non-refundable deposit from the highest bidder at the auction in the amount of 15% of the total sales price for the property. This deposit

will count as a credit to the high bidder at the real estate closing;

4. Bona fide purchasers for value shall take free of any defects concerning notice;
5. The Purchaser shall accept the Property in an as-is condition with all faults as of the closing date. The Property is selling subject to anything an accurate survey or personal inspection of the Property may reveal, including any existing rights-of-way, easements or claims to easements, encroachments, rights or claims of parties in possession, restrictive covenants and easements, flood zones, zoning or subdivision regulations, building codes, governmental agencies regulations, environmental conditions, lead-based paint, asbestos, radon gas, hazardous materials, any mineral rights, water rights, riparian or littoral rights, and reservations or conveyances, if any. The purchaser shall have satisfied himself as to the location and condition of the Property, and all descriptions thereof, before bidding. All information contained promotional materials, including, but not limited to, square footages, acreage, dimensions, maps, taxes, etc., is believed to be correct; however, neither the DCSO nor the Auction Company makes any guarantee or warranty as to the accuracy or completeness of such information;
6. The auction deposit will be held by and closing will be conducted by First Title and Escrow Co., Inc.;
7. Closing will take place within thirty (30) days of the date of auction;
8. All taxes shall be paid from the sales proceeds and shall be pro-rated to the date of closing.
9. In accordance with Rule 69.07(4) of the TN R. Civ. Pro., proceeds of the sale will be applied first to the Sheriff's statutory fees, then to costs, then to the judgment creditor, and any remaining balance to the Defendant;
10. The DCSO shall issue a certificate to the buyer and/or deed at closing.
11. The DCSO is indemnified from all damages and costs that at any time may arise as a consequence of the levy or sale of the Property.

Sept. 29, Oct. 6, 13, 2017 Fml37692

## PROOF OF PUBLICATION

THE WESTVIEW NEWSPAPER, LLC dba/ THE LEDGER, the Publisher of THE LEDGER, a weekly newspaper of general circulation printed in the State of Tennessee and distributed throughout Davidson, Williamson, Cheatham, Dickson, Wilson, Robertson, Rutherford, Sumner, Montgomery and Maury counties in Tennessee, states that the hereto attached publication appeared in THE LEDGER on the following dates:

September 29, 2017

October 6, 2017

October 13, 2017

THE WESTVIEW NEWSPAPER, LLC dba/  
THE LEDGER

By:

Catron J. Kerr, Administrative Assistant

STATE OF TENNESSEE

On this 13<sup>th</sup> day of October 2017, the individual above appeared before me, personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that she is an authorized agent of the corporation (or association) of The Westview Newspaper, LLC, that the instrument was signed and sealed on behalf of the corporation (or association), by authority of its Board of Directors and Catron Kerr acknowledged the instrument to be the free act and deed of the corporation (or association) and that the corporation has no corporate seal.

This legal notice was published online at [www.tnledger.com](http://www.tnledger.com) and [www.publicnoticeads.com/tn](http://www.publicnoticeads.com/tn) for the duration of the run dates listed above. This publication fully complies with Tennessee Code Annotated – 1-3-120.

WITNESS my hand and Official Seal at office this 13<sup>th</sup> day of October 2017

  
Whitney Logan