This Instrument Prepared By:
BONE MCALLESTER NORTON PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219

Davidson County DEEDTRS
Recvd: 05/26/06 15:19 32 pgs
Fees:163.00 Taxes:1081.88
20060526-0062543

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
William H. Lassiter, Jr. **150 Fourth Avenue, North** **Suite 1850** **Nashville, TN 37219**	**New Owner**	**132-11-0-039.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated September 28, 2000, executed by Charles Tharp and wife, Mary Jane Tharp, to Richard G. Rhodes, Trustee, of record in Instrument No. 20001013-0101807, and modified in Instrument No. 20050124-0008194, Register's Office for Davidson County, Tennessee ("Deed of Trust") to secure certain Indebtedness ("Indebtedness"); and

WHEREAS, Regions Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, J. Evan Gower, and Gregory G. Vick, as Substitute Trustees by an instrument of record at Instrument No. 20060412-0041977, 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 at 11:00 o'clock a.m., prevailing time on Wednesday, May 17, 2006, at

the entrance to the office of the Davidson County Register of Deeds, Gaylord Entertainment Center, 501 Broadway, 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, Sam J. McAllester, III, 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 Two Hundred Ninety-two Thousand Four Hundred and 00/100 Dollars ($292,400.00) by William H. Lassiter, Jr., Larry J. Hasty, and Edmond R. Queen, as tenants in common (hereinafter referred to as the "Grantee") and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Two Hundred Ninety-two Thousand Four Hundred and 00/100 Dollars ($292,400.00) cash in hand paid by the Grantee, William H. Lassiter, Jr., Larry J. Hasty, and Edmond R. Queen, as tenants in common, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its/their heirs 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. 8 on the resubdivision of Lot No. 8 of the Plan of Elysian Fields, Section One, as of record in Plat Book 6200, page 940, Register's Office for said County, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Charles Tharp and wife, Mary Jane Tharp by deed from Wolfgang Sauermann of record in Book 11108, page 306, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 799 Elysian Fields Road, Nashville, Davidson County, Tennessee, 37204, 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 Grantee, its/their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Grantee 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 liens 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 an accurate survey of the premises might disclose.

A Notice of Federal Tax Lien has been filed by the Department of the Treasury, Internal Revenue Service, against Charles H. and Mary B. Tharp, of record at Instrument No. 20010202-0810287, Register's Office for Davidson County, Tennessee, and of record at Instrument No. 20040908-0108222, Register's Office for Davidson County, Tennessee. Timely notice has been given by the Substitute Trustee to the Internal Revenue Service by certified mail, a copy of which is attached hereto, as required by 26 U.S.C. §7425(b). A copy of the response from the Internal Revenue Services is attached hereto as required by T.C.A § 35-5-104. 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).

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 Grantee, its/their heirs 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 Grantee 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, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A 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 23rd day of May, 2006.

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

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kimberley R. Mankin, a Notary Public of this county, Sam J. McAllester, III, 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 (or she) executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 23rd day of May, 2006.

Kimberley R. Mankin
NOTARY PUBLIC

KIMBERLEY R. MANKIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9-30-06

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $292,400.00.

AFFIANT

Subscribed and sworn before me on this 23rd day of May, 2006.

Kimberley R. Mankin
NOTARY PUBLIC

KIMBERLEY R. MANKIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9-30-06

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
Washington, D.C. 20224

SMALL BUSINESS/SELF-EMPLOYED DIVISION

April 27, 2006

Bone, McAllester, Norton, PLLC
511 Union Street, Suite 1600, Nashville City Center
Nashville, Tennessee 37219

Dear Mr. McAllester:

This is to acknowledge receipt of your correspondence dated April 14, 2006 regarding Charles H. & Mary B. Tharp, 799 Elysian Fields Road, Nashville, Tennessee 37204-4416, TIN 224-66-1590. Your notice is considered adequate for a non-judicial sale under the provisions of Section 7425 of the Internal Revenue Code of 1986.

If the property is sold for more than the total due on the foreclosing instrument, any excess proceeds are subject to the lien(s) of the Internal Revenue Service. Send excess proceeds to the address shown below.

The Internal Revenue Service reserves its right to redeem real property. If you desire to submit an application for release of our right of redemption, you may request a copy of Publication 487, by calling 1-800-TAX-FORM. A payment may be required to secure a release.

We are enclosing a blank "Report Of Sale". Within fifteen (15) days from the day of sale, please complete the report and return it to the address on the Report of Sale. If the sale is canceled, please provide a brief explanation as to the reason.

If you have any questions, please contact Leticia Wright, badge number 62-11108, telephone number, (615)250-5257, fax to (615)250-5406, or write to 801 Broadway, MDP 53, Nashville, TN 37203. Thank you for your cooperation.

Sincerely,

Gwannette Claybrook
Technical Services Group Manager

Enclosure

BONE MCALLESTER NORTON PLLC
www.bonelaw.com



April 14, 2006

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Internal Revenue Service
Technical Service Group Manager
801 Broadway, MDP 53
Nashville, Tennessee 37203

Re: Notice of Nonjudicial Foreclosure on Behalf of Regions Bank ("Lender")
Name of Borrower: Charles Tharp a/k/a Charles H. Tharp
and Mary J. Tharp a/k/a Mary Jane B. Tharp ("Borrower")
Address of Property: 799 Elysian Field Road, Nashville,
Davidson County, TN ("Property")

Dear Sir/Madam:

This letter is notice to the Internal Revenue Service, pursuant to Publication 783 of the proposed nonjudicial foreclosure sale at 11:00 o'clock a.m. on the 17th day of May, 2006, by and on behalf of Lender, the owner and holder of a Promissory Note dated September 28, 2000, in the original principal amount of $248,556.93, which is secured by a Deed of Trust dated September 28, 2000, executed by Charles Tharp and Mary Jane Tharp to Richard G. Rhodes, Trustee, and duly recorded in Instrument No. 20001013-0101807, Register's Office for Davidson County, Tennessee, on certain real property located at 799 Elysian Fields Road, Nashville, Davidson County, Tennessee (the "Deed of Trust").

This letter is a request on behalf of Lender for the consent of the Internal Revenue Service to the sale of the Property and for discharge of said Property from the liens of the Internal Revenue Service and/or the sale of said property free and clear of such liens. This letter is also a request on behalf of Lender for the release of the right of redemption of the State of Tennessee against said Property. In support of the above requests, I hereby submit the following information:

1. I am attorney for Lender. Lender is the owner and holder of a Promissory Note dated September 28, 2000, in the original principal amount of $248,556.93 and a Promissory Note dated September 11, 2002 in the original principal amount of $17,872.72 (collectively the "Notes"), executed by Charles Tharp and Mary Jane Tharp (individually and collectively the "Borrower"). Borrower has defaulted on said Notes and Lender has declared the default and accelerated the principal balance. As of March 20, 2006, the principal and accrued interest balance owing,

511 Union Street - Suite 1600 • Nashville City Center • Nashville, Tennessee 37219 • Ph: 615.238.6300 • Fx: 615.238.6301

past due and unpaid was $272,595.86 and $13,402.21. Pursuant to the terms of the Note and Deed of Trust, Lender is entitled to accrued interest, and Lender is also entitled to its attorney's fees and expenses, including foreclosure costs, as part of the indebtedness secured by said Deed of Trust.

2. A Notice of Federal Tax Lien Under Internal Revenue Laws was filed by the Department of Treasury against Charles H. and Mary B. Tharp, dated January 26, 2001, filed for record on February 2, 2001, Instrument No. 20010202-0810287, Register's Office for Davidson County, Tennessee. A copy of said tax lien is attached hereto for your information.

3. A Notice of Federal Tax Lien Under Internal Revenue Laws was filed by the Department of Treasury against Charles H. and Mary B. Tharp, dated September 1, 2004, filed for record September 8, 2004, in Instrument No. 20040908-0108222, Register's Office for Davidson County, Tennessee. A copy of said tax lien is attached hereto for your information.

4. Charles Tharp and wife Mary Jane Tharp purchased said real Property from Wolfgang Sauermann by Warranty Deed dated August 31, 1998, of record in Book 11108, page 306, Register's Office for Davidson County, Tennessee. According to the Affidavit of Value, the actual consideration paid or the value of the Property, whichever is greater, was stated to be $290,474.00.

5. To the best of my knowledge and in reliance upon the Loan Title Insurance Policy dated October 13, 2000 issued by Old Republic Title Insurance Company and a title search by Gregory Vick & Associates, the last of which is dated April 10, 2006, title to said Property as of 8:00 a.m., April 10, 2006, is as follows:

   [a] Said Property is presently vested in Charles Tharp and wife Mary Jane Tharp by Warranty Deed from Wolfgang Sauermann dated August 31, 1998, filed for record September 11, 1998, in Book 11108, page 306, Register's Office for Davidson County, Tennessee.

   [b] 2006 Davidson County real property taxes are a lien against said Property but are not yet due and payable in the base amount of $3,184.53.

   [c] 2005 Davidson County real property taxes in the name of Charles Tharp and Mary Jane Tharp are a lien against said Property and are now past due and delinquent in the base amount of $3,184.53 plus penalty, interest, and costs. If paid by April 30, 2006, the amount due is $3,280.07.

   [d] 2004 Davidson County real property taxes in the name of Charles Tharp and Mary Jane Tharp, are a lien against said Property and are now past due and delinquent in the base amount of $2,303.04 plus penalty, interest, and costs. If paid by April 30, 2006, the amount due is $3,065.14.

[e] There is of record in Instrument No. 20010130101807 and modified in Instrument No. 20050124008194, Register's Office for Davidson County, Tennessee, a Deed of Trust dated September 28, 2000 wherein said Property is conveyed to Richard G. Rhodes, Trustee, for the purpose of securing the Note in the principal sum of $248,556.93, payable to Lender.

6. Lender does not have a current appraisal of the Property. According to the records of the Tax Assessor of Davidson County, said Property has a value of $315,300.00. Based upon Borrower's financial statements and information furnished Lender, it is best opinion of Lender that the Property is not worth more than the debt owing Lender and real property taxes.

7. For your information, I am enclosing a copy of the Foreclosure Sale Notice which I have prepared and issued on behalf of Lender in my capacity as Substitute Trustee, setting the foreclosure sale for the 17th day of May, 2006, at 11:00 o'clock a.m. at the entrance to the office of the Davidson County Register of Deeds, Gaylord Entertainment Center, 501 Broadway, Nashville, Davidson County, Tennessee.

This notice and application for consent to sale is submitted in duplicate, and it is requested that a copy of this notice be acknowledged and returned to my office, indicating the date and time of your receipt.

The facts stated in this letter are true to the best of my knowledge, information, and belief.

Sincerely,

Sam J. McAllester III

Attorney for Regions Bank

SJM/krm

Enclosures

This Instrument Prepared By:
BONE MCALLESTER NORTON PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219

FORECLOSURE SALE NOTICE

WHEREAS, Charles Tharp and Mary Jane Tharp, by a Deed of Trust dated September 28, 2000, of record at Instrument No. 20001013-010807, and modified in Instrument No. 20050124-0008194, Register's Office for Davidson County, Tennessee ("Deed of Trust"), conveyed to Richard G. Rhodes, Trustee, the hereinafter described real property to secure the payment of certain indebtedness, etc., ("Indebtedness") as described in said Deed of Trust; and

WHEREAS, Sam J. McAllester III, J. Evan Gower, and Gregory G. Vick have been appointed Substitute Trustees by Regions Bank, the owner and holder of said Indebtedness, by an instrument of record at Instrument No. 20060412-0041997, Register's Office for Davidson County, Tennessee, with authority for any one of such Substitute Trustees to act alone or by a Designated Agent with the powers given the Trustee in the Deed of Trust and by applicable law; and

WHEREAS, default in indebtedness secured by said Deed of Trust has been made; and

WHEREAS, the owner and holder of said Indebtedness has demanded that the real property be advertised and sold in satisfaction of said Indebtedness and the cost of the foreclosure, in accordance with the terms and provisions of the Loan Documents and Deed of Trust.

NOW, THEREFORE, notice is hereby given that one of the Substitute Trustees or a Designated Agent for any one of the Substitute Trustees, pursuant to the power, duty and authority vested in and imposed upon the Trustee in said Deed of Trust and applicable law, will on

Wednesday, May 17, 2006

at 11:00 o'clock a.m., prevailing time, at the entrance to the office of the Davidson County Register of Deeds, Gaylord Entertainment Center, 501 Broadway, Nashville, Davidson County, Tennessee, offer for sale to the highest and best bidder for cash and free from all rights and equity of redemption, statutory right of redemption or otherwise, homestead, dower, elective share and all other rights and exemptions of every kind as waived in said Deed of Trust, certain real property situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 8 on the resubdivision of Lot No. 8 of the Plan of Elysian Fields, Section One, as of record in Plat Book 6200, page 940, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to Charles Tharp and wife, Mary Jane Tharp by deed from Wolfgang Sauermann of record in Book 11108, page 306, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 799 Elysian Fields Road, Nashville, Davidson County, Tennessee, 37204-4416, 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.

This property is sold AS IS, WHERE IS AND WITH ALL FAULTS, and without any representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Other interested parties: Internal Revenue Service.

The right is reserved to (i) delay the sale to another time certain or adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said delay or adjournment on the day and time and place of sale set forth above; (ii) sell the Property at the time fixed by the last postponement or to give new notice of sale; (iii) sell the Property in such lots, parcels, segments, or separate estates as Substitute Trustee may choose; (iv) sell part of the Property and delay, adjourn, cancel, or postpone the sale of the remaining part of the Property; (v) sell the Property in whole and then to sell the Property in parts and to consummate the sale in whichever manner produces the highest sale price; (vi) to sell to the next highest bidder in the event any higher bidder does not comply with the terms of the sale.

A Notice of Federal Tax Lien has been filed by the Department of the Treasury, Internal Revenue Service, against Charles H. Tharp and Mary Jane Tharp, of record at Instrument No. 200102020010287, Register's Office for Davidson County, Tennessee, and of record at Instrument No. 200409080108222, Register's Office for Davidson County, Tennessee. Timely notice has been given by the Substitute 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).

Substitute Trustee will make no covenant of seisin, marketability of title or warranty of title, express or implied, and will sell and convey the subject real property by Trustee's Quitclaim Deed as Substitute Trustee only.

THIS sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments (plus penalties, interest, and costs) which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any and all prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is

conducted or are not extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection and accurate survey of the property might disclose.

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

THIS 14th day of April, 2006.

Sam J. McAllester, III
Substitute Trustee

BONE MCALLESTER NORTON PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
615/238-6320

CERTIFICATE OF SERVICE

I certify that on April 14, 2006, a true copy of the foregoing Foreclosure Sale Notice has been placed in the United States mail both by regular mail and by certified mail, return receipt requested, to:

Charles Tharp
799 Elysian Fields Road
Nashville, TN 37204-4416

Mary Jane Tharp
799 Elysian Fields Road
Nashville, TN 37204

Internal Revenue Service
Technical Services Group Manager
801 Broadway, MDP 53
Nashville, TN 37203

William H. Lassiter, Jr.
Lassiter, Tidwell & Hildebrand, PLLC
150 Fourth Avenue North, Suite 1850
Nashville, TN 37219-2408

Sam J. McAllester, III

Form 668 (Y) (c)
(Rev. August 1997)

1916

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

District
SMALL BUSINESS/SELF EMPLOYED AREA #8
(800) 829-3903

Serial Number
620159438

For Optional Use by Recording Office

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Davidson County LIENFTL
Recvd: 02/02/01 09:26 1pgs
Fee#:10.00 Taxes:0.00
20010202-0010287

Name of Taxpayer CHARLES H & MARY B THARP

Residence 821 CALDWELL LN
NASHVILLE, TN 37204-4013

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1995	[redacted]-1590	03/27/2000	04/26/2010	21583.54
1040	12/31/1996	[redacted]-1590	03/27/2000	04/26/2010	19821.14
1040	12/31/1997	[redacted]-1590	05/29/2000	06/28/2010	16646.91
1040	12/31/1999	[redacted]-1590	08/07/2000	09/06/2010	26180.68

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

Total $ 84232.27

This notice was prepared and signed at Nashville, TN, on this, the 26th day of January, 2001.

Signature for G ACKLIN Title ACS (800) 829-3903 62-01

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971-2 C.B. 409)

PART 1 - Kept by Recording Office

Form 668 (Y) (c) (Rev. 8-97)
CAT. NO 60025X

1872

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #8
Lien Unit Phone: (615) 250-5934

Serial Number
189952404

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer CHARLES H & MARY R THARP

Residence 799 ELYSIAN FIELDS RD
NASHVILLE, TN 37204-4416

Davidson County LIENFTL
Rec'd: 09/08/04 08:25 Ipgs
Fees:12.00 Taxes:0.00
20040908-0108222

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000	[redacted]-1590	03/05/2001	04/04/2011	17488.00
1040	12/31/2001	[redacted]-1590	08/12/2002	09/11/2012	14319.08
				Total	$ 31807.08

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

This notice was prepared and signed at NASHVILLE, TN, on this,

the 01st day of September, 2004.

Signature
for NANCY WELLS Pat S Greene

Title
REVENUE OFFICER
(615) 250-5180

28-15-1411

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

Davidson County DOT
Recvd: 10/13/00 10:37 15pg
Fees:63.00 Taxes:283.54
20001013-0101807

51-B

Maximum Principal Indebtedness
for Tennessee Recording Tax
Purposes is $248,556.93

This instrument prepared by
(and returnable to):
WYATT, TARRANT & COMBS (BAS)
2525 West End Avenue
Suite 1500
Nashville, Tennessee 37203

TENNESSEE DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, AND FINANCING STATEMENT

____ (Applicable if marked with an "X" (for deeds of trust securing construction loans)): THIS DEED OF TRUST IS A "CONSTRUCTION MORTGAGE," AS DEFINED IN TENNESSEE CODE ANNOTATED § 47-9-313, OR IS GIVEN TO REFINANCE A CONSTRUCTION MORTGAGE. THE SECURED PARTY (AS DEFINED HEREIN) HAS NOT CONSENTED AND SHALL NOT CONSENT TO ANY CONTRACT OR TO THE PERFORMANCE OF ANY WORK OR THE FURNISHING OF ANY LABOR OR MATERIALS THAT MAY BE DEEMED TO CREATE A LIEN OR LIENS SUPERIOR TO THE LIEN OF THIS INSTRUMENT, EITHER UNDER TENNESSEE CODE ANNOTATED § 66-11-108, AS AMENDED FROM TIME TO TIME, OR OTHERWISE.

____ (Applicable if checked): THIS DEED OF TRUST SECURES OBLIGATORY ADVANCES TO BE OBTAINED FOR COMMERCIAL PURPOSES.

THIS INSTRUMENT ALSO IS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT WHICH IS BEING FILED AS, AMONG OTHER THINGS, A FIXTURE FILING IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED § 47-9-402(6). THE DEBTOR IS THE RECORD OWNER OF THE REAL ESTATE. THE COLLATERAL DESCRIBED HEREIN IS, OR IS TO BECOME, FIXTURES ON THE REAL ESTATE DESCRIBED HEREIN. THE NAMES AND ADDRESSES OF THE DEBTOR ("GRANTOR" HEREIN) AND SECURED PARTY ("LENDER" HEREIN) ARE:

DEBTOR:	SECURED PARTY:
Charles Tharp Mary Jane Tharp 799 Elysian Fields Road Nashville, Tennessee 37204	Regions Bank Attn: Alan Williamson 4329 Harding Road Nashville, Tennessee 37205

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, AND FINANCING STATEMENT ("Security Instrument") is made on September 28, 2000. The grantors are **CHARLES THARP** and **MARY JANE THARP** (referred to hereinafter collectively and separately as "Grantor"), The trustee is **RICHARD G. RHODES, TRUSTEE** ("Trustee"), a resident of Williamson County, Tennessee. The beneficiary is **REGIONS BANK**, a state banking corporation, whose address is P.O. 305171, Nashville, Tennessee 37230-5171 ("Lender," which term shall also include any subsequent holder of the Primary Debt, as hereinafter defined).

THE INDEBTEDNESS AND LIABILITIES SECURED HEREBY include, but are not limited to, the indebtedness evidenced by or incurred under the following instrument(s) or agreement(s): Promissory Note dated September 28, 2000, executed by Grantor, payable to the order of Lender in the original principal amount of $248,556.93 and which, if not sooner paid, is due and payable on September 28, 2001; and any and all extensions, modifications, amendments, consolidations, and renewals thereof (collectively, the "Primary Debt"; the foregoing said instrument(s) or agreement(s) hereinafter being referred to collectively as the "Primary Debt Agreement").

THIS SECURITY INSTRUMENT SECURES TO LENDER the repayment of (i) the Primary Debt as evidenced by the Primary Debt Agreement; (ii) all sums advanced to protect the security of this Security Instrument and all future advances made by Lender to

or for the account or benefit of Grantor, or either of them, with interest from date of disbursement at the Primary Debt rate of interest; and (iii) all attorney's fees, court costs, and expenses of whatever kind incurred in the collection, enforcement, protection and defense of any of said Secured Debt, including but not limited to the Primary Debt, and the enforcement, protection and defense of the lien of this conveyance and the timely, faithful and full performance of the covenants, warranties and agreements of Grantor herein contained, or by any guarantor, or primary obligor in any Secured Debt agreement; and (iv) any and all other present and future debts, liabilities, and obligations of Grantor to Lender whatsoever, whatever the nature thereof, whether direct or contingent, whether contractual in nature, imposed by law, or in tort, and irrespective of the classification of said debts; provided, however, that the Secured Debt, as defined herein, shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if at the time such liability or indebtedness is incurred any legally required disclosure of the lien afforded hereby respecting said debt shall not have been made. All of the above-referenced debts and obligations are referred to hereinafter collectively as the "Secured Debt."

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other valuable consideration, including the debt and trust herein provided, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the indebtedness and other obligations of Grantor hereinafter set forth, Grantor does hereby irrevocably grant, bargain, sell, convey, assign, transfer, grant a security interest in, pledge, and set over unto Trustee, and the successors and assigns of Trustee, in trust, with power of sale, all of Grantor's present and future right, title, interest, and claim with respect to the following (all of which are hereinafter collectively referred to as the "Property"):

(a) All those certain tracts, pieces, or parcels of land located in Davidson County, Tennessee, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land");

(b) Together with all buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, or any part and parcel thereof (the "Improvements");

(c) Together with all trade, domestic, and ornamental fixtures, including without limitation gas and electric fixtures, radiators, heaters, engines and machinery, boilers, elevators and elevator motors, escalators, pipes, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, air conditioning apparatus, refrigerating plants, refrigerators, window screens, awnings and storm sashes, draperies, shades and blinds, lighting equipment and fixtures, laundry equipment, incinerating and power equipment, engines, motors, conduits, ventilating and communications apparatus, attached cabinets and shelves, partitions, ducts, paneling, woodwork, molding, millwork, decorative trimwork, ceiling tiles and panels, and all other furnishings, furniture, fixtures, machinery, equipment, fittings, apparatus, appliances, and personal property of every kind and nature whatsoever actually or constructively attached to said Land or Improvements or otherwise so related thereto that an interest in them arises under real estate law, now or hereafter owned by Grantor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of, the Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Fixtures"), all of which are hereby declared and agreed by the parties, and shall be deemed, to be fixtures and accessions to the Land and intended to be installed therein and a part of the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the

indebtedness herein described and to be secured by this Security Instrument;

(d) Together with all easements, rights-of-way, streets, ways, alleys, passages, sewer rights, water rights, minerals, mineral rights, gas rights, timber, flowers, shrubs, trees, and other emblements now or hereafter located on the Land or under, or above the same, or any part of parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditament and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor;

(e) Together with all present and future leases, rents, royalties, issues, profits and revenues of the Property from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in, and to the same, reserving only the right to Grantor to collect the same so long as Grantor is not in default hereunder;

(f) Together with all awards, compensation and settlements in lieu thereof made as a result of (i) the taking of power of eminent domain of the whole or any part of the Property, including any awards for damage sustained to the Property, for a temporary taking, change of grade of streets or taking of access, or (ii) any other injury to, taking of, or decrease in the value of the Property;

(g) Together with all building materials, supplies, equipment and other personal property now or hereafter located on the Land, prior to incorporation of said property in the improvements on the Land; and

(h) Together with all proceeds of hazard or other insurance policies maintained with respect to the Property and the Improvements (whether or not Lender is loss payee thereunder).

TO HAVE AND TO HOLD the Property and all parts, rights, improvements, fixtures, members and appurtenances thereof, to the use and benefit of Trustee and the successors, successors-in-title, and assigns of Trustee, forever.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed in fee simple and has good merchantable title and has the right, power and authority to grant, assign, pledge, transfer and convey the Property and that the Property is free and clear of all liens and encumbrances whatsoever except for encumbrances recited in **Exhibit B** attached hereto and incorporated herein (the "Permitted Liens"). Grantor warrants and shall defend generally the title to the Property against all claims and demands, subject to the Permitted Liens.

IN ADDITION TO THE COVENANTS AND WARRANTIES HEREINABOVE PROVIDED, GRANTOR AND BORROWER FURTHER COVENANT AND AGREE WITH TRUSTEE AND LENDER AS FOLLOWS:

1. **Payment of Principal and Interest; Prepayment and Late Charges; Performance.** Subject to Section 3 herein, Grantor and Borrower shall promptly pay when due the principal of, interest on, and other charges (including any applicable recording taxes and penalties) incurred with respect to and constituting, the Secured Debt, and shall duly and punctually perform and observe all of the terms, covenants, warranties, and conditions to be performed or observed by the Grantor and Borrower herein.

2. **Priority of Conveyance; Maintenance of Title; Recording.** The Property shall stand as security for the Secured Debt and for the performance and observance by the Grantor and Borrower of the terms, covenants and agreements to be performed or observed by the Grantor and/or Borrower in all instruments and agreements evidencing the Secured Debt and this Security Instrument. The title represented by this Security Instrument is and shall be a valid and continuing fee simple title, in trust, to all of the Property. From time to time, upon request by the Lender, the Grantor and Borrower shall, at Grantor's and Borrower's own expense, execute and deliver such instruments of correction, amendments, modifications, continuation statements, financing statements, supplemental conveyances, security agreements, additional assignments of leases and rents, amendments to the Security Instrument, and any further conveyances and instruments as may, in the opinion of the Lender or the Trustee, be necessary or reasonably desirable in order to accurately and completely document, effectuate, continue and preserve the priority hereof upon the Property. From time to time, upon request of the Lender Grantor shall, at Grantor's or Borrower's expense, obtain and deliver current appraisal(s) of the Property and/or current survey(s) of the Property in a form and manner acceptable to Lender by a qualified preparer subject to Lender's approval.

The Grantor and Borrower shall, at their expense, take all necessary action to maintain and preserve the title, the priority and security interest of this Security Instrument so long as the Secured Debt remains unpaid.

The Grantor shall, forthwith after the execution and delivery of this Security Instrument and thereafter from time to time, cause the Security Instrument and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and to fully protect the title, the priority and security interest hereof upon the Property. Except to the extent Grantor is exempt therefrom, the Grantor shall pay or cause to be paid all filing, registration and recording fees, incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments, and all federal, local or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution, recording and delivery of this Security Instrument and such other instruments.

3. **Application of Payments.** Unless applicable law or the applicable instrument provides otherwise, all payments received by Lender on any Secured Debt shall be applied, first, to late charges, attorney's fees, expenses and costs due; second, to prepayment charges due, if any; third, to interest due; and last, to principal due.

4. **Taxes, Liens and Other Charges.**

(a) Grantor shall promptly pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees, and all other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon the Property, or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments and other fees and charges as Lender may require.

(b) Grantor shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with the Secured Debt, this Security Instrument, or any other instrument now or hereafter evidencing, securing, or otherwise relating to the Secured Debt.

(c) Grantor shall promptly discharge any lien, claim or security interest on the Property which has priority over this Security Instrument; or, in the

alternative, Grantor shall pay or perform the obligation secured by such lien, claim or security interest in a manner acceptable to Lender, or shall in good faith contest or defend against enforcement of such lien, claim or security interest by legal proceedings which prevent enforcement of the lien, claim or benefit and which are initiated with the written consent of Lender.

5. Hazard Insurance. At all times Grantor shall keep and maintain in full force and effect insurance on all buildings, structures, improvements, fixtures, and things now or hereafter comprising the Property, insuring against loss or damage by fire or other casualty and such other hazards covered by "Broad Extended Coverage Endorsements" in an amount equal to one hundred percent (100%) of the insurable value of the Property, and such other insurance on the Property, or any replacements and substitutions therefor, and in such amounts as may, from time to time, be reasonably required by Lender against other insurable casualties that, at the time, are commonly insured against in the case of property similarly situated. The foregoing policy or policies of such insurance shall be with such insurance companies, in form and substance, and in such amounts satisfactory to Lender. All policies of insurance provided for herein shall contain a standard non-contributing mortgagee loss payable clause and subrogation clause in favor of Lender and shall provide that the Lender shall be given at least thirty (30) days' written notice prior to cancellation or reduction of coverage.

Grantor shall also keep and maintain in full force and effect, in amount, form, and substance, and with an insurance company satisfactory to Lender, comprehensive public liability insurance on an "occurrence basis" insuring Grantor and Lender against claims for personal injury, including without limitation bodily injury, death, or property damage occurring on, in, or about the Property and the adjoining streets, sidewalks, and passageways, which shall contain an agreement to notify Lender in writing at least thirty (30) days prior to any cancellation or reduction in coverage. The original of such policy, together with appropriate endorsements thereto, or a copy of said policy and endorsements and an original certificate of insurance, and evidence of the payments of the premiums thereon, shall be promptly delivered to Lender. Said insurance is to be kept in full force and effect at all times and until the Secured Debt has been paid in full.

Grantor shall furnish to Lender copies of all insurance policies required herein, together with all appropriate certificates and receipts evidencing that said policies are in current force and effect. Any and all renewals of such policies shall be delivered to Lender at least thirty (30) days prior to the expiration of the old policy or policies. In the event of any loss or damage to the Property, or any part thereof, Grantor shall give immediate written notice thereof to Lender, who may make proof of loss under any such insurance policies maintained pursuant hereto, if not made promptly by Grantor. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender, instead of making such payment to Grantor and Lender jointly. Grantor hereby assigns and grants to Lender a security interest in all policies of insurance which insure against any loss or damage to the Property, and the proceeds therefrom. In the event Lender makes such proceeds available to Grantor for repair and restoration, Grantor shall diligently proceed to repair and restore the Property, or portion thereof, damaged in accord with the requirements of Lender. None of the foregoing applications of funds shall extend or postpone the due date of any installment of the Secured Debt, or change the amount thereof.

In the event of the foreclosure of this Security Instrument or any other transfer of title to the Property in extinguishment or partial extinguishment of the Secured Debt, all right, title, interest, and claim of Grantor in and to all insurance policies and unearned premiums shall pass to the purchaser or to Lender, as the case may be.

6. Funds for Taxes and Insurance. If Lender so demands in writing, and unless Grantor is already similarly obligated to the holder of a prior Permitted Lien and is in compliance with such obligation, Grantor shall pay to Lender on the day monthly payments are due under the Primary Debt Agreement, until the Primary Debt Agreement is terminated and paid in full, such amounts ("Funds") as in the estimation of Lender shall

be necessary to pay as they become due plus any excess amounts allowed by law for (a) taxes and assessments which may attain priority over this Security Instrument; (b) leasehold payments or ground rents on the Property, if any; (c) hazard insurance premiums, and (d) mortgage insurance premiums, if any. These items are hereinafter called "Escrow Items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future Escrow Items.

Lender shall apply the Funds to pay the Escrow Items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the Escrow Items, unless Lender pays Grantor interest on the Funds and applicable law permits Lender to make such a charge. Grantor and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Grantor any interest or earnings on the Funds. Lender shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the Escrow Items, shall exceed the amount required to pay the Escrow Items when due, the excess shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the Escrow Items when due, Grantor shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all Secured Debt, Lender shall promptly refund to Grantor all Funds held by Lender. If under Section 20, the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Secured Debt.

Lender shall have the option at any time to require Grantor to pay to Lender, in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth (1/12) of the annual flood insurance premium in the event Lender requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation, said sum to be held in escrow without liability on the part of Lender for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held at any time be insufficient to pay said insurance premium when due and payable, the Grantor shall promptly deposit the entire amount of said deficit.

7. <u>Care of Property.</u>

(a) Grantor shall keep the Property, or any part thereof in good condition and repair, shall not commit or suffer any waste and shall not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Property or any other part thereof or which would or could result in the cancellations of any insurance policy carried with respect to the Property.

(b) Grantor shall not remove, demolish or alter the structural character of any Improvements without the written consent of Lender.

(c) If the Property or any part thereof is damaged by fire or any other cause, Grantor shall give immediate written notice thereof to Lender.

(d) Grantor hereby authorizes Lender and/or its agents, employees, and representatives to enter upon and inspect the Property at any time during normal business hours.

(e) Grantor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority applicable to the Property or any part thereof.

(f) If all or any part of the Property shall be damaged by fire or other casualty, Grantor shall, subject to the provisions of Section 5, promptly restore the Property to the equivalent of its original condition; and if a part of the Property shall be damaged through condemnation, Grantor shall promptly restore, repair or alter the remaining portions of the Property in a manner satisfactory to Lender. Notwithstanding the foregoing, Grantor shall not be obligated so to restore, unless in each instance Lender agrees to make available to Grantor (pursuant to a procedure satisfactory to Lender) any net insurance or condemnation proceeds actually received by Lender hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration; provided, however, that the insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Grantor of Grantor's obligation to restore.

8. Expenses. Whether or not default has occurred, Grantor shall pay or reimburse Lender, upon demand therefor, all attorney's fees, costs, liabilities and expenses incurred by Lender in any suit, action, legal or equitable proceeding, negotiations, administrative hearing, trial, arbitration, proceeding, bankruptcy or receivership proceeding, or dispute of any kind in which Lender is made a party or appears as party plaintiff, defendant, creditor or other party in interest, affecting the Secured Debt, this Security Instrument or the interest created herein, or the Property including, but not limited to, the exercise of the power of sale contained in this Security Instrument, any condemnation action involving the Property or any action to protect, perfect or continue the perfection of the security hereof and any action affecting the perfection, validity, enforceability or priority of this Security Instrument, and any such amounts paid by or billed to Lender shall be added to the Primary Debt and shall bear interest from the date of disbursement at that Primary Debt rate and shall be secured by this Security Instrument. Grantor shall immediately, upon demand, reimburse Lender for all such costs, expenses, liabilities and attorney's fees.

9. Financial Statements. Grantor and any other obligor or guarantor of the Secured Debt shall furnish (a) annually and at such other times as Lender may request, current financial statements of Grantor or such other obligor or guarantor, as the case may be; (b) copies of yearly income tax returns within sixty (60) days after filing; and (c) such other statements, operating reports, financial information, inventory and accounting as Lender may reasonably request.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property, unless Grantor and Lender otherwise agree in writing, the Secured Debt shall be reduced by the amount of the proceeds multiplied by: (a) the total amount of the Secured Debt immediately before the taking, and divided by (b) the fair market value of the Property immediately before the taking. Any remaining balance shall be paid to Grantor.

If the Property is abandoned by Grantor, or if, after notice by Lender to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the Secured Debt, whether or not then due.

Unless Lender and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in Section 1 or change the amount of such payments.

11. Grantor Not Released; Forbearance By Lender Not a Waiver; Remedies Cumulative. Extension of the time for payment or modification of amortization of the Secured Debt granted by Lender to any successor in interest of Grantor shall not operate to release the liability of the original Grantor or Grantor's successors in interest and shall not affect the priority or this Security Instrument or impair the security hereof in any manner whatsoever. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the Secured Debt by reason of any demand made by the original Grantor or Grantor's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. No right, power or remedy conferred upon or reserved to the Lender or Trustee by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or in any other instrument or document or now or hereafter existing at law, in equity, or by statute. In any event, Lender may enforce any one or more of its rights or remedies hereunder successively or concurrently, and as often as deemed expedient by Lender.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Grantor, subject to the provisions of Section 18. All Grantor's covenants and agreements shall be joint and several. Any Grantor who co-signs this Security Instrument but does not execute the Primary Debt Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Grantor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Primary Debt; and (c) agrees that Lender and any other Grantor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument and of the Secured Debt without that Grantor's consent. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants of Grantor shall be joint and several.

13. Loan Charges. If any Secured Debt is subject to a law which sets a maximum rate of interest or maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Secured Debt exceed the permitted limits, then (a) any such interest or loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Grantor which exceeded the permitted limits shall be refunded to Grantor. Lender may choose to make this refund by reducing the principal amount of the Primary Debt, other Secured Debt, or by making a direct payment to Grantor. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge under the applicable instrument.

14. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Primary Debt Agreement or this Security Instrument unenforceable according to its terms, or all or any part of the Secured Debt uncollectible, or of diminishing the value of Lender's security, then, Lender, at its option, may require immediate payment in full of all Secured Debt and may invoke any remedies permitted by Section 20.

15. Notices. Any notice provided for in this Security Instrument shall be deemed to have been given to Grantor or Lender when given as provided in this Section. Any notice shall be in writing, signed by the party or an authorized officer, agent, or attorney for the party giving the notice and shall be delivered personally or by mailing it by first-class mail, unless applicable law requires use of another method, to the other party at the address set forth below or for Grantor, at the property address or any other address

designated by written notice. The date of personal delivery or the date the mailing, as the case may be, shall be the date of such notice. For the purposes of this Security Instrument, the parties designate the following address for notices:

GRANTOR:	Charles Tharp Mary Jane Tharp 799 Elysian Fields Road Nashville, Tennessee 37204
LENDER:	Regions Bank Attn: Alan Williamson 4329 Harding Road Nashville, Tennessee 37205
With a copy to:	Wyatt, Tarrant & Combs Attn: B. Anthony Saunders 2525 West End Avenue Suite 1500 Nashville, Tennessee 37203

16. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of Tennessee. In the event that any provision or clause of this Security Instrument or the Primary Debt Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Primary Debt Agreement which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Primary Debt Agreement are declared to be severable. The captions and headings of the Sections of this Security Instrument are for convenience of reference only and are not to be used to interpret, define, or limit the provisions hereof.

17. Transfer of the Property or a Beneficial Interest in Grantor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Lender's prior written consent, Lender may, at its option, without notice, invoke any remedies permitted by this Security Instrument, including the requirement of immediate payment in full of all Secured Debt. However, this right shall not be exercised by Lender if its exercise is prohibited by federal law as of the date of this Security Instrument.

18. Security Agreement; Assignment of Rents and Leases; Fixtures. As additional collateral and further security for the repayment of the Secured Debt, Grantor hereby grants, assigns, pledges and conveys to Lender a general and continuing security interest in all of the Property and all leases, rents, issues, profits, revenues, accounts, accounts receivable, contract rights, and cash and noncash proceeds of, and in connection with, the Property from time to time accruing including, without limitation, all payments under leases or tenancies now or hereafter derived from the Property.

Lender shall have all the rights of a secured party under the Uniform Commercial Code (Tennessee) in and respecting such Property, but such rights shall not be exclusive or in derogation of Lender's rights respecting such Property as the Lender under this Security Instrument In no event shall this assignment be construed as subordinating Lender's rights contained in this Security Instrument to any lease to which Grantor may be or become a party. Grantor shall promptly reimburse Lender for all costs, including reasonable attorney's fees incurred by Lender in (i) perfecting and continuing the perfection of Lender's security interest in such Property under the Uniform Commercial Code, should Lender so desire, and (ii) protecting and enforcing Lender's security interest therein, all of which, together with interest thereon at the maximum applicable lawful contract rate of interest shall become additional Secured Debt. Grantor shall, promptly, at Lender's request, execute and deliver, in form and substance satisfactory to Lender, any and all such instruments or documents, including any financing statement, Lender deems

necessary to evidence, perfect, or continue the perfection of its security interest in the Property.

In the event of default on the Secured Debt (whether or not the maturity of said debt is accelerated) or abandonment of the Property, Lender, in person, by agent, or through a judicially appointed receiver (Grantor hereby consents to the appointment of a receiver) shall be entitled to take possession of and manage the Property and to collect all rents, income and other profits derived from the Property, including all amounts past due. Grantor agrees to relinquish peaceful possession to Lender. All rents, revenues, income and profits collected by Lender or receiver shall be applied first to the payment of cost of enforcing Lender's security interest therein, the payment of cost of management of the Property and collection of the rents, income and profits, including, but not limited to, the cost of receiver's fees, premiums or receiver's bonds and reasonable attorney's fees. The rents, income and profits shall be applied to the Secured Debt, and Lender shall be liable to account only for the net rents actually received.

In connection with this assignment, Grantor agrees to observe and perform all obligations imposed upon Grantor as lessor under any lease covering any part of the Property, and shall not cause or allow a default on its part thereunder, and shall diligently enforce or secure the performance of all obligations of the lessees under any such lease. Should Grantor default under any such lease, Lender may take whatever action it deems necessary or desirable to prevent or cure the default by Grantor. Lender shall have the right to enter upon the Property as often as it desires in order to inspect the Property and to prevent or cure any such default. In attempting to prevent or cure any such default, Lender may spend such sum of money as it deems reasonably necessary, and Grantor hereby agrees to pay Lender immediately upon demand all sums so expended by Lender, together with interest from the date of payment by Lender at the maximum applicable lawful contract rate. Such sums and the interest accrued thereon shall become additional Secured Debt. Grantor acknowledges and agrees that neither the execution of this Security Instrument nor the exercise of any remedies hereunder by Lender shall be deemed an undertaking by Lender to assume liability for the performance of any of Grantor's obligations under any such lease.

19. Compliance with Laws; No Hazardous Waste. Grantor represents, warrants, and agrees that (a) no notice has been received by Grantor regarding any Hazardous Material (as hereinafter defined) on the Property; (b) no action, investigation, proceeding, fine, claim, lawsuit, or inquiry is pending or threatened which seeks to enforce any right or remedy against Grantor under any Environmental Laws (as hereinafter defined); (c) Grantor shall permit no installation or placement of Hazardous Material on the Property in violation of Environmental Laws; (d) Grantor shall permit no release of Hazardous Material onto or from the Property; (e) Grantor shall cause the Property to comply with applicable Environmental Laws and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (f) all license, permits, and other governmental or regulatory actions necessary for the Property to comply with Environmental Laws (the "Permits") shall be obtained and maintained, and Grantor shall assure compliance therewith; and (g) Grantor shall give the Lender prompt written notice if Grantor receives any notice with respect to any Hazardous Material on, from, or affecting the Property and shall conduct and complete all investigations and all cleanup actions necessary to remove, in accord with applicable Environmental Laws, such Hazardous Material from the Property. For purposes of this Security Instrument, "Hazardous Material" means polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos, and any pollutants and any hazardous, toxic, or dangerous waste, substance, material, or pollutant defined as such in (or for purposes of) the Environmental Laws or listed as such by the Environmental Protection Agency. "Environmental Laws" means any current or future federal, state, or local statute, law, regulation, or ruling, and any judicial or administrative interpretations thereof, applicable to environmental conditions on, under, or about the Property including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including, without limitation, the Superfund Amendment and Reauthorization Act of 1986), 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901,

et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 3808, *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Tennessee Hazardous Waste Management Act of 1977, Tenn. Code Ann. § 68-212-101, *et seq.*; the Tennessee Hazardous Waste Management Act of 1983, Tenn. Code Ann. § 68-212-201, *et seq.*; and the Tennessee Petroleum Underground Storage Tank Act, Tenn. Code Ann. § 68-215-101, *et seq.*; as any of the same may be amended from time to time. Further, the terms "release," "environment," and "Hazardous Substances," shall have any additional meanings given them by any Environmental Laws and any applicable laws, rules, or regulations. Grantor hereby acknowledges that Grantor may be a party to an Environmental Compliance Certificate and Indemnity Agreement (the "Environmental Indemnity") executed in favor of, and given in connection with the Primary Debt to, Lender, and, if so, this Section shall be interpreted to be consistent with the provisions of the Environmental Indemnity, so that Lender is, in every respect, indemnified against any and all liabilities as contemplated and agreed in the Environmental Indemnity.

20. Default; Remedies. If Grantor fails to timely and fully pay the Secured Debt or any part or installment thereof; or if Grantor fails to pay taxes, keep up repairs, keep said Property insured, or timely perform and/or observe any other obligation, agreement, or covenant as herein provided; or if, at any time, any representation or warranty contained herein is or becomes false; or if Grantor fails to reimburse the Trustee or Lender for all sums, with interest, so extended by said Trustee or Lender within thirty (30) days from demand by Lender for such payment, this Security Instrument shall remain in full force and effect and, at the option of Lender, all remaining unpaid Secured Debt shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered to sell the Property or any part thereof in any order, and at any location specified in any notice, in accordance with T.C.A. § 35-5-101, *et seq.*, as amended from time to time or applicable law; and the said Trustee or his successor in trust, is authorized and empowered to execute and deliver a Deed to the purchaser. In the event the Trustee sells a portion of the Property, this Security Instrument shall remain in full force and effect as to the remainder of the Property. Trustee may postpone any sale hereunder to another time and place by so announcing to all present at the time and place of a previously scheduled sale without the necessity of any further notice whatsoever. Lender or Lender's agent or designee may bid at any sale under this Security Instrument. Trustee is hereby authorized and empowered to appoint one or more agents or attorney-in-fact to exercise Trustee's powers and to perform Trustee's duties under the Security Instrument. Trustee shall apply the proceeds of this sale in the following order:

> First, to all reasonable costs and expenses of the sale, including but not limited to, reasonable trustee's and attorneys' fees, expenses and costs of title evidence, appraisal and environmental site assessment;
>
> Second, to all Secured Debt;
>
> Third, the excess, if any, to the person or persons legally entitled thereto.

In the event of a sale of said Property under and by virtue of this trust, Grantor and all persons holding under Grantor shall be and become the tenant at will of the purchaser from and after the execution and delivery of the Deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five (5) days' written notice, and shall be liable for a reasonable rental on the property and all damages occasioned by their continued possession of the Property. In addition to the power of sale described above, Trustee or Lender shall have the right to exercise its rights as secured party under the Uniform Commercial Code and/or the right to proceed in a court of equity to foreclose this Security Instrument or sell the property.

21. Sale by Foreclosure of Prior Encumbrances. In the event that this Security Instrument shall now or at any time after the date hereof be subordinate to any other encumbrance on the Property, Grantor hereby agrees that the lien arising from the conveyance herein shall extend to the entire interest of Grantor in the Property conveyed hereby and shall extend to the interest of Grantor in the proceeds from any sale of the Property, whether by foreclosure of any such prior encumbrance or otherwise, to the extent any such proceeds exceed the amount necessary to satisfy such prior encumbrance(s). Any trustee or other person conducting any such sale or foreclosure is hereby directed to pay such excess proceeds to Lender to the extent necessary to pay the Secured Debt in full, notwithstanding any provision to the contrary contained in any prior encumbrance.

22. Release. Upon payment of the Secured Debt, Lender shall release this Security Instrument.

23. Successor Trustee. Lender, at its option, may from time to time remove the Trustee and appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the Successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Waivers. Grantor and any other party executing this Security Instrument waive all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, any statutory right to an elective share in the Property and any rights acquired as a result of marriage to any Grantor.

25. Riders to this Security Instrument. If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

26. WAIVER OF RIGHT TO TRIAL BY JURY. GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS SECURITY INSTRUMENT, THE NOTE, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS SECURITY INSTRUMENT, THE NOTE, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING; AND GRANTOR AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE GRANTOR TO THE WAIVER OF THE RIGHT OF GRANTOR TO TRIAL BY JURY.

27. Time of the Essence. Time is of the essence with respect to each and every term, covenant, condition, and obligation of Grantor under this Security Instrument, the Secured Debt, and any and all other instruments now or hereafter evidencing, securing, or otherwise relating to the Secured Debt.

28. Street Address. The street address of the Property is 799 Elysian Fields Road, Nashville, Tennessee 37204.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants in this Security Instrument and in any rider(s) executed by Grantor and recorded with it.

IN WITNESS WHEREOF, Grantor has executed this Security Instrument as of the day and year first above written.

GRANTOR:

Charles Tharp, individually

Mary Jane Tharp, individually

STATE OF TENNESSEE)
: SS
COUNTY OF DAVIDSON)

Personally appeared before me, Kimberley J. Raymond, a Notary Public of the state and county aforesaid, the within named CHARLES THARP, 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 28th day of September, 2000.

Notary Public

My commission expires:

11-30-2002

STATE OF TENNESSEE)
: SS
COUNTY OF DAVIDSON)

Personally appeared before me, Kimberley J. Raymond, a Notary Public of the state and county aforesaid, the within named MARY JANE THARP, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of September, 2000.

Notary Public

My commission expires:

11-30-2002

EXHIBIT A

Property Description

Land in Davidson County, Tennessee, being Lot No. 8 on the resubdivision of Lot No. 8 of the Plan of Elysian Fields, Section One, as of record in Plat Book 6200, page 940, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to Charles Tharp and wife, Mary Jane Tharp by deed from Wolfgang Sauermann of record in Book 11108, page 306, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Liens

1. Real property taxes for 2000 and subsequent years prior to their becoming delinquent.

2. Matters shown on the Plat of reference at Book 6200, page 940, Register's Office for Davidson County.

3. Restrictive Covenants contained in instrument of record in Book 1715, page 151, said Register's Office.

Davidson County DOTMODAGR
Recvd: 01/24/05 08:14 3 pgs
Fees:18.00 Taxes:10.22

20050124-0008194

WHEN RECORDED MAIL TO:
REGIONS BANK
COOL SPRINGS
500 CORPORATE CENTER DRIVE
FRANKLIN, TN 37067

OWNER:
CHARLES H. THARP
MARY JANE B. THARP
799 ELYSIAN FIELDS RD
NASHVILLE, TN 37204-4416

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Name: Pamme Olson
Company: REGIONS BANK
Address: 500 CORPORATE CENTER DRIVE
City, State, ZIP: FRANKLIN, TN 37067

Regions Bank

MODIFICATION OF DEED OF TRUST

DOC47500007130731149001000000

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $257,439.87 ~~XXX~~ OR NEW Loan Advance of $8,888.04 only

THIS MODIFICATION OF DEED OF TRUST dated December 10, 2004, is made and executed between CHARLES H. THARP, whose address is 799 ELYSIAN FIELDS RD, NASHVILLE, TN 37204-4416 and MARY JANE B. THARP, whose address is 799 ELYSIAN FIELDS RD, NASHVILLE, TN 37204-4416 ("Grantor") and REGIONS BANK, COOL SPRINGS, 500 CORPORATE CENTER DRIVE, FRANKLIN, TN 37067 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust (the "Deed of Trust") which has been recorded in Davidson County, State of Tennessee, as follows:

XXX **Recorded on 10/13/2000, in the amount of $248,556.93, in Instrument #200010130101807, in the Register's Office of Davidson County, Tennessee .** 20001013010180 7

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Davidson County, State of Tennessee:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 799 Elysian Fields Road , Nashville, TN 37204-4416.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

to extend the maturity date from 11/29/2004 to 06/05/2005.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EXHIBIT "A". An exhibit, titled "Exhibit "A"," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 10, 2004.

GRANTOR:

X _____
CHARLES H. THARP

X _____
MARY JANE B. THARP

LENDER:

REGIONS BANK

X _____
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

Personally appeared before me, Pammela S. Olson, a Notary Public in and for said State and County, **CHARLES H. THARP and MARY JANE B. THARP,** the within-named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 12th **day of** December, 2004.

My Commission Expires: 9-20-2008 Notary Public

PAMMELA S. OLSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

LENDER ACKNOWLEDGMENT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

Before me, Pammela S. Olson, a Notary Public in and for the State and County aforesaid, personally appeared Art Willard with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the Vice President the within-named bargainor, a corporation, and that he or she as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such Vice President.

WITNESS my hand and seal at office, on the 12th **day of** December, 2004.

My Commission Expires: 9-20-2008 Notary Public

PAMMELA S. OLSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

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EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Deed of Trust, dated December 10, 2004, and executed in connection with a loan or other financial accommodations between REGIONS BANK and CHARLES H. THARP and MARY JANE B. THARP.

THIS EXHIBIT "A" IS EXECUTED ON DECEMBER 10, 2004.

GRANTOR:

CHARLES H. THARP

X
MARY JANE B. THARP

LENDER:

REGIONS BANK

X
Authorized Officer

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RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED