| Address New Owner: | Send Tax Bills To: | Map/Parcel Number |
|---|---|---|
| Steve Hannah<br>5282 McGavick<br>Brentwood, TN 37027 | Same | 159 06 0A 012 |
| This instrument prepared by: Bradley Arant Boult Cummings LLP (JAK)<br>1600 Division Street, Suite 700, P.O. Box 340025, Nashville, TN 37203 | | |

**SUCCESSOR TRUSTEE'S DEED**

WHEREAS, Sound Barrier Properties, LLC, formerly known as Belew Group, LLC, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement of record as Instrument No. 20051219-0151827 (the "Deed of Trust"), transferred and conveyed to G. Kent Cleaver, Trustee, the property described in Exhibit A attached hereto (the "Property"), Register's Office for Davidson County, Tennessee; and

WHEREAS, a Successor Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust, said Appointment of Successor Trustee being of record as Instrument No. 20080815-0084025, said Register's Office; and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid, and the lawful holder and owner of said debt has called upon the Successor Trustee to foreclose the Deed of Trust; and

WHEREAS, the Successor Trustee, after due advertisement as required by law and as required by the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry, at eleven forty-five o'clock ante meridian (11:45 a.m.), January 7, 2009, at the main door of the Davidson County Courthouse in Nashville, Tennessee, when and where Regions Bank, an Alabama banking corporation, became the last and highest bidder for cash at the price of Four Hundred Sixty-Seven Thousand Five Hundred Dollars ($467,500.00). Pursuant to an Assignment of Bid and Contract, dated as of the date hereof, Regions Bank has transferred and assigned its right to purchase the Property to Steve Hannah ("Grantee") for cash at the price of Four Hundred Seventy Thousand Dollars ($470,000.00), as if Grantee had been the highest bidder at said sale.

Davidson County DEEDTRS
Recvd: 02/05/09 11:23 29 pg
Fees:148.00 Taxes:1739.00
20090205-0010032

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration for this transfer is $470,000.00.

Affiant

Subscribed and sworn to before me, this the 29th day of January, 2009.

Notary Seal present, but could not be reproduced.

NOTARY PUBLIC
My Commission Expires: 5/22/2010

Bill Garrett
Davidson County Register of Deeds

2038434 v1
10

NOW, THEREFORE, in his capacity as Successor Trustee, and not otherwise, and in consideration of the premises and payment of the sum stated above, the receipt and sufficiency of which are acknowledged, John A. Kraemer, Successor Trustee hereby conveys the Property to the Grantee and the Grantee's heirs, successors and/or assigns.

TO HAVE AND TO HOLD the Property in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same.

John A. Kraemer, as Successor Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under him. The Property is sold, however, without any other warranty of title, and the sale is expressly subject to any and all prior liens, encumbrances, deeds of trust, easements, restrictions, building lines, unpaid taxes and assessments (plus penalty and interest, if any), and any redemptive rights, plus any and all other matters and encumbrances superior in right to the lien of the Deed of Trust.

The United States may claim a lien against any interest of Belew Group, LLC in the Property pursuant to 26 U.S.C. §6321 as set forth in that Notice of Federal Tax Lien of record as Instrument No. 20080917-0095135, said Register's Office. The notice required by 26 U.S.C. §7425(b) has been timely given in order for the Property not to be subject to such lien or claim of lien. The Property, however, after this foreclosure sale, shall be subject to the right of the United States to redeem the Property as more fully set forth in 26 U.S.C. §7425(d)(1). A copy of the notice of sale given to the United States Department of the Treasury, and the response received from the United States Department of Treasury confirming that the notice was timely and adequate is attached hereto as Exhibit B.

The Property is sold "AS IS," and neither the Trustee nor the beneficiary of the Deed of Trust nor any agent or attorney therefor makes any warranty as to the condition, quality or quantity thereof, including, but not limited to, the enforceability of any lease affecting the Property, the existence or absence of defaults thereunder or the effect of this foreclosure sale on the rights of any party under such a lease.

**The real property is known as 1411 Richland Woods Lane, Brentwood, Davidson County, Tennessee.**

Words used herein indicating number or gender shall be read as context may require.

Dated effective as of the 7th day of January, 2009.

John A. Kraemer, as Successor Trustee, and
not otherwise

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, Dolley N. Rennie, a Notary Public in and for said County and State, the within named John A. Kraemer, Successor Trustee, the bargainor, with whom I am personally acquainted (or to me proved on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 29 day of January, 2009.

Notary Public
My Commission Expires: 5/22/2010

Notary Seal present,
but could not be reproduced.

Bill Garrett
Davidson County Register of Deeds

2038434 v1
102684-030

**EXHIBIT "A"**

Land in Davidson County, Tennessee, being all of Lot No. 12 on the Final Plat of Richland Woods Subdivision, as shown by plat appearing of record in Instrument No. 20051128-0142574 of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being the same property conveyed to The Belew Group, LLC, by deed of record as Instrument No. 20051219-0151826, said Register's Office.




BOULT ▪ CUMMINGS®
CONNERS ▪ BERRY PLC

John A. Kraemer
(615) 252-4645
Fax: (615) 252-4715
Email: jkraemer@boultcummings.com

December 10, 2008

***VIA CERTIFIED MAIL NO. 7006 2150 0004 9224 6826***
***RETURN RECEIPT REQUESTED***

Internal Revenue Service
Area Director - Compliance
Attn: Technical Services –James Kelley
801 Broadway – MDP 53
Nashville, TN 37203

Re: ***Belew Group, LLC, now known as Sound Barrier Properties, LLC***
***Notice of Federal Tax Lien – Davidson County, Tennessee***
***Lot 12 – Richland Woods Subdivision***

Dear Mr. Kelley:

We represent Regions Bank, an Alabama banking corporation, and are writing to advise you that, upon instructions from our client, we will commence foreclosure proceedings immediately on the property described in the exhibit attached hereto.

1. NAME AND ADDRESS OF PERSON SUBMITTING NOTICE:

John A. Kraemer, Successor Trustee
Boult, Cummings, Conners & Berry, PLC
1600 Division Street, Suite 700
Nashville, TN 37203

2. NOTICE OF TAX LIEN: A copy of the tax lien of record as Instrument No. 20080917-0095135, Davidson County, Tennessee Register's Office, containing the name and address of the taxpayer and the date and place the notice of lien was filed, is attached hereto as *Exhibit A*.

3. DESCRIPTION AND LOCATION OF PROPERTY: The real property and improvements ("Real Property") subject to foreclosure is listed in the property description attached hereto as *Exhibit B*. The property location is as follows: **1411 Richland Woods Lane, Brentwood, Tennessee, 37027**. A copy of the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement of record as Instrument No. 20051219-0151827 (the "Deed of Trust"), Davidson County Register's Office, is attached to this letter as *Exhibit C*.



FILE COPY

Internal Revenue Service
Area Director, Compliance
Attn: Technical Services – J. Kelley
December 10, 2008

4. SALE DATE, TIME, PLACE AND TERMS: The Property will be sold by public sale at **eleven-thirty o'clock (11:30 a.m.) on the 7th day of January, 2009**, at the main door of the Davidson County Courthouse located at 1 Public Square, Nashville, Tennessee, to the highest bidder for cash. A copy of the Notice of Foreclosure is attached to this letter as Exhibit D.

5. DESCRIPTION OF DEBT AND SALE EXPENSES: As of December 10, 2008, the approximate amount of the principal obligation secured by the Deed of Trust being foreclosed upon, including interest is $1,305,989.20. The per diem rate of interest for every day after the date is $138.37. The foreclosure expenses, including advertising expenses and legal expenses chargeable against the sale proceeds, are estimated to be approximately $4,904.50.

Please acknowledge the enclosed copy of this notice and return in the self-addressed, stamped envelope enclosed for your convenience.

If you require any additional information with respect to this matter, please advise.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: John A. Kraemer
John A. Kraemer

JAK/bjk
Enclosures
cc: Steven F. Lefkovitz

Acknowledged this _____ day of December, 2008.

By: _____
Title: _____

2022062 v1
102684-030

EXHIBIT
tabbies
A

Department of the Treasury - Internal Revenue Service

Form 668(Y)
(Rev. 10-1999)

# Notice of Federal Tax Lien

*For Optional Use by Recording Office*

Small Business/Self Employed Area: 05

Serial Number
270803273

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: 09/17/08 14:30 1 pgs
Fees:12.00 Taxes:0.00
20080917-0095135

Name of Taxpayer
Belew Group LLC

Residence
99 Signature Pl
Lebanon, TN 37087-3285

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) |
|---|---|---|---|---|---|
| 941 | 03/31/2007 | 43-2040410 | 11/26/2007 | | $13,222.32 |
| 941 | 06/30/2007 | 43-2040410 | 12/17/2007 | | $14,515.48 |
| 941 | 09/30/2007 | 43-2040410 | 02/18/2008 | | $21,680.33 |
| 941 | 12/31/2007 | 43-2040410 | 03/31/2008 | | $32,774.93 |
| | | | | Total | $82,193.06 |

Place of Filing
DAVIDSON COUNTY REGISTER OF DEEDS
NASHVILLE, TN

This notice was prepared and signed at Nashville, TN, on this, the 17th day of September, 2008.

Signature: Carol Mankin
Carol Mankin, Employee # - 62-11306

Title
Revenue Officer, Phone # - 615-250-5815

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

Part 1 - Recording Office

Form 668(Y) (Rev. 10-1999)

**EXHIBIT "B"**

**(REAL PROPERTY)**

Land in Davidson County, Tennessee, being all of Lot No. 12 on the Final Plat of Richland Woods Subdivision, as shown by plat appearing of record in Instrument No. 20051128-0142574 of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being the same property conveyed to The Belew Group, LLC, by deed of record as Instrument No. 20051219-0151826, said Register's Office.




Maximum Principal Indebtedness
for Tennessee Recording Tax
Purposes is $1,500,000.00.

This Instrument Prepared By:
David W. Kious, Attorney
Southern Title Services
1535 W. Northfield Blvd., Ste 16
Murfreesboro, Tennessee 37129

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

**THIS DEED OF TRUST IS A CONSTRUCTION MORTGAGE, AS DEFINED IN TENN. CODE ANN. SEC. 47-9-334, OR IS GIVEN TO REFINANCE A CONSTRUCTION MORTGAGE.**

**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 A FIXTURE FILING IN ACCORDANCE WITH T.C.A. SEC. 47-9-502(c). 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:
**The Belew Group, LLC**
**105 Signature Place**
**Lebanon, TN 37087**

SECURED PARTY:
Regions Bank
500 Corporate Center Drive
Franklin, Tennessee 37067

**THIS DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT** ("Security Instrument") is made on or as of **December 15, 2005.** The grantor is **The Belew Group, LLC, limited liability company** ("Grantor"). The trustee is **G. Kent Cleaver, Trustee** ("Trustee"), a resident of Williamson County, Tennessee. The beneficiary is **Regions Bank,** a state banking corporation, which has offices at 500 Corporate Center Drive, Franklin, TN 37067 ("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, (1) the indebtedness evidenced by or incurred under the Promissory Note (for Non-Revolving Construction Loan) dated **December 15, 2005,** made by ("Borrower") payable to the order of Lender in the maximum principal amount of **$1,500,000.00**; which, if not sooner paid, is due and payable on **December 15, 2006;** and (2) any and all extensions, modifications, amendments consolidations, and renewals of the above (hereinafter the "Primary Debt"; such instruments or



Davidson County DOT
Recvd: 12/19/05 12:10 18 pg
Fees:93.00 Taxes:1722.70
20051219-0151827

agreements hereinafter being referred to collectively as the "Primary Debt Agreement"). As used in this Security Instrument, the term "Borrower" shall also specifically include and refer to any primary obligor or the guarantor on the Primary Debt and any "Grantor."

This Security Instrument secures to Lender the repayment of (i) the Primary Debt, as evidenced by the Primary Debt Agreement; (ii) any letters of credit signed by Lender in connection with the Property or otherwise (iii) any and all present or future, direct or contingent, liabilities and indebtedness of any Borrower to Lender of any nature whatsoever, regardless of the class of other indebtedness, be it secured or unsecured, and all extensions, amendments, modifications and renewals thereof subject to any limits hereinafter set forth, except that such liabilities and indebtedness (hereinafter the "Secured Debt," which term shall include the Primary Debt), other than the Primary Debt, 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 such debt shall not have been made; (iv) 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 with interest from date of disbursement at the Primary Debt rate of interest; and (v) 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 any Borrower, guarantor or primary obligor in any Secured Debt agreement.

THAT for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the Secured Debt and other obligations of Grantor hereinafter set forth, Grantor does hereby irrevocably grant, bargain, sell, convey, assign, transfer, pledge and set over unto Trustee, and the successors and assigns of Trustee, in trust, with power of sale, all of Grantor's right, title and interest 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, **Brentwood, 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 gas and electric fixtures, radiators, heaters, engines and machinery, boilers, elevators and elevator motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, air conditioning apparatus, refrigerating plants, refrigerators, window screens, awnings and storm sashes, 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 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 Deed of Trust;

(d) Together with all easements, rights-of-way, streets, ways, alleys, passages, sewer rights, water rights, minerals, mineral rights, gas rights, timber 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 or construction materials and all supplies, equipment, inventory and accounts located on or associated with the Land; now or hereafter located on or associated with the Land, prior to incorporation of said building materials in the improvements on the Land; and

(f) 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** herein (such excepted encumbrances hereinafter being referred to as "Permitted Liens"). Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any Permitted Liens.

Grantor covenants and agrees as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges; Performance.** 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, 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 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 Borrower of the terms, covenants and agreements to be performed or observed by the 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 will at Grantor'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, the Grantor will, at Grantor'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 chosen by Grantor subject to Lender's approval.

The Grantor will, at Grantor's 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 will, 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 will 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. Borrower 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 the Property adequately insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance and as may be required by law. This insurance shall be maintained in the amounts and for the periods that Lender requires. The

insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause naming Lender as insured party. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor.

Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security is lessened, as determined by Lender, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to apply to the Secured Debt, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments due under the Primary Debt Agreement or change the amount of the payments. If under paragraph 20, the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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, Borrower 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 Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower 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 Borrower any interest or earnings on the Funds. Lender shall give to Borrower, 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 Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower 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 Borrower all Funds held by Lender. If under paragraph 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 Borrower 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. Care of Property.**

a. Grantor will keep the Property, or any part thereof in good condition and repair, will not commit or suffer any waste and will 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 will 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 will give immediate written notice thereof to Lender.

d. Lender or its representative is hereby authorized to enter upon and inspect the Property at any time during normal business hours.

e. Grantor will 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 will, subject to the provisions of paragraph 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 will 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. In the event all or any portion of the Property shall be damaged or destroyed by fire or other casualty or by condemnation, Grantor shall promptly deposit with Lender a sum equal to the amount by which the estimated cost of the restoration of the Property (as determined by Lender in its good faith judgment) exceeds the actual net insurance or condemnation proceeds with respect to such damage or destruction.

8. **Expenses.** Whether or not default has occurred, Borrower will 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. Borrower shall immediately, upon demand, reimburse Lender for all such costs, expenses, liabilities and attorney's fees.

9. **Financial Statements.** Borrower 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 Borrower or such other obligor or guarantor, as the case may be; (b) copies of yearly income tax returns within thirty (30) days after filing; and (c) such other statements, operating reports, financial information, inventory and accounting as Lender may 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 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments under the Primary Debt Agreement or change the amount of such payments.

**11. Borrower 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 Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. 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 Borrower or Borrower'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.

**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. 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 Borrower 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 Borrower 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 Borrower which exceeded the permitted limits will be refunded to Borrower. 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 Borrower. If a refund reduces principal, the reduction will 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 paragraph 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 paragraph. 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: **The Belew Group, LLC**
**105 Signature Place**
**Lebanon, TN 37087**

LENDER: Regions Bank
500 Corporate Center Drive
Franklin, Tennessee 37067
Attn: Joanne Davis

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 paragraphs of this Security Instrument are for convenience only and are not to be used to interpret or define 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 the Security Instrument, including require immediate payment in full of all Secured Debt. However, this option 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 security for the repayment of the Secured Debts, 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, cash and noncash proceeds of 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. 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 any document including any financing statement Lender deems necessary to perfect or continue the perfection of its security interest in the Property.

In the event of default on any 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 comply with all terms imposed upon Grantor as lessor under any lease covering any part of the Property. 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 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.

**19. Environmental Representations and Obligations.**

a. The Grantor represents and warrants to the Lender that the Property and the Grantor are not in violation of or subject to any existing, pending or threatened investigation, fine, claim, lawsuit or inquiry by any governmental authority or other entity or any response cost or remedial obligations under any applicable environmental law and this representation and warranty will continue to be true and correct following disclosure to the applicable governmental authorities of any relevant facts, conditions and circumstances, if any, pertaining to the Property; Grantor has not obtained and is not required to obtain any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures or equipment forming a part of the Property by reason of any applicable environmental law; Grantor, after full inquiry, investigation and inspection, has determined that no petroleum products, oil, hazardous substances, or solid waste have been disposed of or otherwise released on the Property; the use which the Grantor has made, makes or intends to make of the Property will not result in the location on or disposal or other release of any petroleum products, oil, hazardous substances or solid waste on or to the Property.

b. It is the Grantor's obligation, at Grantor's sole cost and expense, to comply with, or insure compliance with, and for all matters arising out of all applicable environmental laws. In the event Grantor discovers, determines or is advised of the existence of any environmental condition (including, without limitation, any release, spill, discharge or contamination or the generation, manufacture, referring, transportation, treatment, storage, handling, disposal, transfer of, production, or processing of a hazardous pollutant or other dangerous or toxic substance or solid waste), the result of which may require remedial action pursuant to any environmental law or may be the basis for the assertion of any third party claims, including claims of governmental entities, Grantor shall promptly notify Lender thereof and Grantor shall, at its sole cost and expense, proceed with due diligence to take the appropriate action in response thereto. The Grantor hereby agrees to pay any and all fines, charges, fees, expenses, damages, losses, liabilities or response costs arising from or pertaining to the application of any such applicable environmental law to the Property and to indemnify and forever hold the Trustee and the Lender harmless from any and all judgments, fines, charges, fees, expenses, damages, claims, losses, liabilities and response costs including but not limited to all legal, accounting, consulting, engineering and other expenses which may be incurred or imposed upon Lender by any other party or parties arising out of or in connection with any environmental condition, including the exposure of any person to any such environmental condition regardless of whether such environmental condition or exposure resulted from activities of Grantor or Grantor's predecessors in interest or any lessee of Grantor or any third party. This indemnity and hold harmless shall survive any foreclosure of this Security Instrument

or the taking by the Lender of a deed in lieu of foreclosure. Grantor agrees to notify the Lender in the event that any governmental agency or other entity notifies the Grantor that Grantor may not be in compliance with any applicable environmental laws.

**20. Remedies.** If Borrower fails to timely and fully pay any 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 said other obligations and agreements as herein provided; or, if Borrower fails to reimburse the Trustee or Lender for all sums, with interest, so extended by said Trustee or Lender within 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. Sec. 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:

a. to all reasonable costs and expenses of the sale, including but not limited to, reasonable trustee's and attorney's fees, expenses and costs of title evidence, appraisal and environmental site assessment;

b. to all Secured Debt;

c. 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 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. Extensions; Power of Attorney.** Grantor constitutes and appoints any officer or employee of Lender as Grantor's true and lawful attorney-in-fact, solely for the purposes of executing and recording on Grantor's behalf any extension or modification of this Security

Instrument, as amended and/or previously extended, if, at the time of such extension, any Secured Debt is outstanding. Borrower shall promptly reimburse Lender for the costs of recording such extension. This power of attorney, being coupled with an interest, is irrevocable as long as any Secured Debt is outstanding.

*[22. Lot Release Fees. Lender shall not be required to release any lots comprising the Property unless it receives a lot release fee in an amount per lot that has been negotiated between Grantor and Lender for each phase of the Property and is evidenced by separate agreement.]*

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 rights 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. **Jury Waiver and Arbitration.** Borrower irrevocably waives all right to trial by jury in any court in any action (a) Lender brings to collect amounts owed to Lender under this Agreement; (b) alleging that Lender has (i) breached this Agreement or any agreement or note modified or extended by this Agreement, (ii) has breached any agreement relating to an extension of credit to Borrower, (iii) has breached any other agreement, express or implied, (iv) Lender or any of its officers, employees, representatives or agents have acted wrongfully, negligently, or otherwise tortuously, with respect to Borrower; or (c) between the parties. This waiver of trial by jury does not waive Borrower or Lender's right to bring a lawsuit that a judge, without a jury, would decide. To the extent that any court of competent jurisdiction determines that such a jury waiver is inapplicable or unenforceable with respect to any claim or dispute, such claim or dispute shall be submitted to and settled by final and binding arbitration under the Federal Arbitration Act or other applicable law, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Such proceedings shall be held before a single arbitrator who is an active attorney or a retired judge.

27. **Street Address.** The street address(es) of the Property is **Lot 12 Richland Woods Subdivision, Brentwood, TN, 37027.**

**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.

[the remainder of this page has been left intentionally blank]

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

Grantor:

The Belew Group, LLC

By: _____

Marshall D. Belew, II, Managing Member

STATE OF TENNESSEE

COUNTY OF WILSON

Before me, the undersigned Notary Public, of the state and county aforesaid, personally appeared Marshall D. Belew, II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member, of Belew Group, LLC, the within named bargainor, a limited liability company, and that he as such Managing Member, as duly authorized executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Managing Member.

Witness my hand at office this 15th day of December, 2005.

Commission expires: November 22, 2008

KIM GILLESPIE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

_____
Kim Gillespie Notary Public

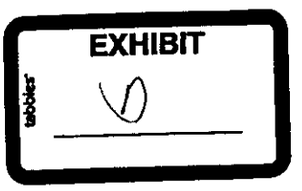
## EXHIBIT A

Land in Davidson County, Tennessee, being all of Lot No. 12, on the Final Plat of Richlands Woods Subdivision, as shown by plat appearing of record in Instrument No. 20051128-0142574, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being the same property conveyed to Belew Group, LLC a Tennessee limited liability company by Warranty Deed from Richland Woods, LLC a Tennessee limited liability company as of record in Instrument No. 20051219-0151826, Register's Office for Davidson County, Tennessee.

**EXHIBIT B**
**PERMITTED ENCUMBRANCES**

**None of record.**




## NOTICE OF FORECLOSURE SALE

Default having occurred under that Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement dated December 15, 2005, of record as Instrument No. 20051219-0151827, executed by Sound Barrier Properties, LLC, formerly known as Belew Group, LLC, a Tennessee limited liability company, Davidson County Register of Deeds (the "Deed of Trust"), to G. Kent Cleaver, Trustee, and John A. Kraemer, having been duly appointed Successor Trustee of record in Instrument No. 20080815-0084025, said Register's Office;

NOW, THEREFORE, I, John A. Kraemer, as Successor Trustee and not otherwise, acting upon the demand of Regions Bank, an Alabama banking corporation, which is the lawful owner and holder of the indebtedness secured by the Deed of Trust, will, on

**January 7, 2009**

at 11:45 o'clock ante meridian (11:45 a.m.) at the main door of the Davidson County Courthouse located at 1 Public Square, Nashville, Tennessee, sell to the highest bidder for cash, at public outcry, the following described property (the "Property") in Davidson County, Tennessee:

Land in Davidson County, Tennessee, being all of Lot No. 12 on the Final Plat of Richland Woods Subdivision, as shown by plat appearing of record in Instrument No. 20051128-0142574 of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being the same property conveyed to The Belew Group, LLC, by deed of record as Instrument No. 20051219-0151826, said Register's Office.

The street address of the property is 1411 Richland Woods Lane, Brentwood, Tennessee.

Cumberland Millwork & Supply, Inc., may claim an interest in the Property pursuant to a Notice of Lien of record as Instrument No. 20080501-0044221, said Register's Office.

The Internal Revenue Service may claim an interest in the property pursuant to a Notice of Federal Tax Lien of record as Instrument No. 20080917-0095135, said Register's Office.

The Substitute Trustee, in order to accomplish the most advantageous sale and consequent discharge of her obligation under the Deed of Trust, reserves the right to do any or all of the following: (i) By oral announcement, to adjourn the sale to another time during regular business hours on a different day, but at the same place, so long as no potential purchaser is thereby precluded from placing a bid, (ii) By oral announcement, Substitute Trustee may elect to delay the sale for a reasonable time during regular business hours on the same day, to be continued at the same place at the announced time, in order to enable any bona fide bidder to determine and submit a bid, so long as no potential purchaser is thereby precluded from placing a bid; and/or, (iii) By oral announcement, to sell the secured Property in such lots, parcels, segments or separate estates as may accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances, and to this end Substitute Trustee may sell the

The sale of the Property shall be subject to any and all prior liens, encumbrances, deeds of trust, easements, restrictions, building lines, unpaid taxes and assessments (plus penalty and interest, if any), and any redemptive rights (including redemptive rights of any taxing authority by reason of any tax liens), plus any and all other matters and encumbrances superior in right to the lien of the Deed of Trust.

This 12th day of December, 2008.

John A. Kraemer

John A. Kraemer, as Successor Trustee, and not otherwise
1600 Division Street, Suite 700
Nashville, TN 37203
(615) 244-2582

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: Charles S Sanger, Trustee
Charles S. Sanger, Attorney for Successor Trustee

INSERTION DATES: December 12, 2008, December 19, 2008 and December 26, 2008

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

**SMALL BUSINESS/SELF-EMPLOYED DIVISION**

January 6, 2009

Boult, Cummings, Conners, Berry, PLC
1600 Division Street, Suite 700, P.O. Box 340025
Nashville, Tennessee 37203

Dear Mr. Kraemer:

This is to acknowledge receipt of your correspondence dated December 10, 2008 regarding Belew Group LLC, 1411 Richland Woods Lane, Brentwood, Tennessee 37027, TIN XX-XXX0410. 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 James Kelley, badge number 62-09529, telephone number, (615)250-5403, fax to (615)250-6008, or write to 801 Broadway, MDP 53, Nashville, TN 37203. Thank you for your cooperation.**

Sincerely,

L Dunn

Leticia Dunn
Technical Services Group Manager

Enclosure