Address New Owner:	Send Tax Bills To:	Map/Parcel Number
New South Federal Savings Bank 2301 21st Ave. South #350 Nashville, TN 37212	Same	087-10-0A-33-CO
This instrument prepared by: Bradley Arant Boult, Cummings, LLP (BRS) 1600 Division Street, Suite 700, P.O. Box 340025, Nashville, TN 37203		

TRUSTEE'S DEED

WHEREAS, H Group, LLC, by Construction Deed of Trust dated November 14, 2007 of record as Instrument No. 20071114-0133698, Davidson County Register of Deeds Office as amended and restated by that certain Amended and Restated Construction Deed of Trust dated June 20, 2008 of record as Instrument No. 20080711-0071511, Davidson County Register of Deeds Office as further amended by that certain Amendment to Amended and Restated Construction Deed of Trust dated September 15, 2008 of record as Instrument No. 20080915-0094240, Davidson County Register of Deeds Office (collectively, the "Deed of Trust"), transferred and conveyed to Brooks R. Smith, Trustee, the property described on Exhibit A attached hereto (the "Property"), located in Davidson County, Tennessee; 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 Trustee to foreclose the Deed of Trust; and

WHEREAS, the 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 thirty a.m. (11:30 a.m.), February 11, 2009, at the main door of the Davidson County Courthouse in Nashville, Tennessee, when and where New South Federal Savings Bank, ("Grantee"), became the last and highest bidder for cash at the price of Four Hundred Sixteen Thousand and 00/100 Dollars ($416,000.00).

NOW, THEREFORE, in his capacity as 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, Brooks R. Smith, Trustee hereby conveys the Property to the Grantee and the Grantee's heirs, successors and/or assigns.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Davidson County DEEDTRS
Recvd: 02/13/09 14:30 32 pgs
Fees:163.00 Taxes:1539.20
20090213-0012846

The actual consideration for this transfer is $416,000.00.

Affiant

Subscribed and sworn to before me, this the 12th day of February, 2009.

NOTARY PUBLIC
My Commission Expires: 9-19-09

DIANE L. ABBOTT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 19, 2009

2066731 v1
109599-011 02/12/09

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

Brooks R. Smith, as 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 State of Tennessee may claim a lien against any interest of H Group, LLC in the Property pursuant to T.C.A. § 67-1-1401 *et. seq.* as set forth in that certain Notice of State Tax Lien of record as Instrument No. 20081124-0114803, said Register's Office. The notice required by T.C.A. § 67-1-1433(b)(1) 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 State of Tennessee to redeem the Property as more fully set forth in T.C.A. § 67-1-1433(c)(1). A copy of the notice of sale given to the Tennessee Department of Revenue and the response received from the Tennessee Department of Revenue 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 320 Bournemouth Lane, Hermitage, TN.

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

Dated this 11th day of February, 2009.

Brooks R. Smith, as Trustee and not otherwise

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Theresa Hostetler, a Notary Public in and for said County and State, the within named Brooks R. Smith, Trustee, the within named 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 11th day of February, 2009.

THERESA HOSTETLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Theresa Hostetler
Notary Public
My Commission Expires: 11-7-2011

2066456 v1
109599-011 02/10/09

My Commission Expires NOV. 7, 2011

EXHIBIT "A"
The Property

Land in Davidson County, Tennessee, BEING Lot No. 133, on the final plat of Aarons Cress, a Cluster Lot Development, Phase 1B, filed for record as Instrument 20070910-0108427, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description thereof.

Being the same property conveyed to H Group, LLC by deed of record at Instrument No. 20071114-0133697, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

(see attached)

BRADLEY ARANT
BOULT CUMMINGS
LLP

1600 Division Street
Suite 700
Nashville, Tennessee 37203

Brooks R. Smith
MAIN: (615) 244-2582
DIRECT: (615) 252-2344
FAX: (615) 252-6344
brsmith@ba-boult.com

Via Hand Delivery and Via Certified U.S. Mail Return Receipt Requested

January 16, 2009

Tennessee Department of Revenue
Attn: Wilbur Hooks
Tax Enforcement Division
Andrew Jackson State Office Building
500 Deaderick Street - 4th Floor
Nashville, TN 37242

Re: H Group, LLC
2716 Priest Lake Drive
Nashville, TN 37217

Dear Mr. Hooks:

We represent New South Federal Savings Bank, a federally chartered savings bank, and are writing to advise you that, upon instructions from our client, we will commence foreclosure proceedings immediately on the property described in the exhibits attached hereto.

(1) NAME AND ADDRESS OF PERSON SUBMITTING NOTICE:

Brooks R. Smith, Trustee
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, TN 37203

(2) NOTICE OF TAX LIEN: A copy of the tax lien of record in the Davidson County Register's Office as Instrument No. 20081124-0114803, containing the name and address of taxpayer and date and place the notice of lien was filed, is attached hereto as Exhibit A.

(3) DESCRIPTION AND LOCATION OF PROPERTY: The property subject to foreclosure is located at 320 Bournemouth Lane, Hermitage, Davidson County, Tennessee and listed in the property description attached hereto as Exhibit B. A copy of the Construction Deed of Trust dated November 14, 2007, of record in the Davidson County Register's Office as Instrument No. 20071114-0133698, is attached to this

letter as Exhibit C. A copy of the Amended and Restated Construction Deed of Trust dated June 20, 2008, of record in the Davidson County Register's Office as Instrument No. 20080711-0071511, is attached to this letter as Exhibit D. A copy of the Amendment to Amended and Restated Construction Deed of Trust dated September 15, 2008, of record in the Davidson County Register's Office as Instrument No. 20080915-0094240, is attached to this letter as Exhibit E. The Construction Deed of Trust, Amended and Restated Construction Deed of Trust and Amendment to Amended and Restated Construction Deed of Trust shall be known collectively herein as the "Deed of Trust".

(4) SALE DATE, TIME, PLACE AND TERMS: The property will be sold by public sale at eleven o'clock (11:30 a.m.) on the 11th day of February, 2009, at the main door of the Davidson County Courthouse to the highest bidder for cash. A copy of the Notice of Foreclosure is attached to this letter as Exhibit F.

(5) DESCRIPTION OF DEBT AND SALE EXPENSES: As of January 16, 2009, the approximate amount of the principal obligation secured by the Deed of Trust being foreclosed upon, including interest, late charges and expenses is $495,223.04. The per diem rate of interest for every day after January 16, 2009 is $77.33. The foreclosure expenses, including advertising expenses and legal expenses chargeable against the sale proceeds, are estimated to be approximately $4,250.00.

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,

Brooks R. Smith

Acknowledged this 16th day of January, 2009.

By: Diane L. Abbott
Title: _____

EXPIRES SEPT. 19, 2009

2046929 v1
109599-011
1/16/2009

EXHIBIT A
Tax Lien

(see attached)

N0007501 5673123081117

TENNESSEE DEPARTMENT OF REVENUE

NOTICE OF STATE TAX LIEN

Pursuant to the provisions of T.C.A. 67-1-1401 et. seq. a lien exists in favor of the State of Tennessee. This lien exists on all property and all rights, title and interest in property acquired prior to or subsequent to the filing of this notice that belongs to the named taxpayer(s).

Notice is hereby given that there have been assessed taxes, penalty, and interest against the indicated taxpayer, which after demand for payment remain unpaid. The precise amount of the lien may be obtained from the State of Tennessee Tax Enforcement Division at (615) 741-7074.

FOR DEPARTMENT OF REVENUE USE ONLY

TAXPAYER:

H GROUP, LLC

D/B/A: H GROUP, LLC
2716 PRIEST LAKE DR
NASHVILLE TN 37217-4123

ENTITY ID:

001 74-3203336/000

001 74-3203336

COUNTY: DAVIDSON

This instrument was prepared by the Tennessee Department of Revenue.

Witness my hand, at Nashville, Tennessee, on November 18, 2008.

COMMISSIONER OF REVENUE

By: William E Hawkins
Delegate of Commissioner

FOR REGISTER USE ONLY .... PRINT OR STAMP

BOOK NO	PAGE NO.	DATE	TIME

REGISTER

Davidson County LIENSTL
Recvd: 11/24/08 08:35 1 pgs
Fees:12.00 Taxes:0.00
[redacted]
20081124-0114803

BY:_____

RV-N0007501

EXHIBIT B
The Property

Land in Davidson County, Tennessee, BEING Lot No. 133, on the final plat of Aarons Cress, a Cluster Lot Development, Phase 1B, filed for record as Instrument 20070910-0108427, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description thereof.

Being part of the same property conveyed to Hermitage Developers, Inc., a Tennessee corporation, by deeds of record at Instrument No. 20050606-0064066, and Instrument No. 20050606-0064067, and Instrument No. 20060510-0052713, Register's Office for Davidson County, Tennessee, and further being the same property conveyed to H Group, LLC by deed from the said Hermitage Developers, Inc. of record at Instrument No. 20071114-0133697, Register's Office for Davidson County, Tennessee.

EXHIBIT C
Construction Deed of Trust

(see attached)

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS $ 464,000.00 .

This Instrument Prepared by:
Thomas I. Bottorff, Attorney
Bottorff, Kavin & Cook, PLC
155 Franklin Road, Suite 120
Brentwood, TN 37027

Davidson County DOT
Recvd: 11/14/07 13:46 4 pg
Fees:23.00 Taxes:531.30
[redacted]
20071114-0133698

CONSTRUCTION DEED OF TRUST

THIS INDENTURE, made this 14th day of November, 2007, by and between H GROUP, LLC, a Tennessee limited liability company, as Grantor (hereinafter called "Grantor" or "Borrower"), to Thomas I. Bottorff, a resident of Williamson County, Tennessee (the "Trustee"), to secure obligations owed to NEW SOUTH FEDERAL SAVINGS BANK, a Federal Chartered Savings Bank, of Birmingham, Alabama, as Grantee (hereinafter called "Grantee" or "Lender").

WITNESSETH:

That, Whereas, Grantor is justly indebted to Grantee in the sum of FOUR HUNDRED SIXTY-FOUR THOUSAND and no/100 Dollars ($464,000.00), in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the Note) given by Grantor to Grantee, bearing even date herewith, with final payment being due on NOVEMBER 14, 2008, the Note, by reference, being made a part hereof;

NOW, Therefore, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property, to-wit:

Land in Davidson County, Tennessee, BEING Lot No. 133, on the final plat of Aarons Cress, a Cluster Lot Development, Phase 1B, filed for record as Instrument 20070910-0108427, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description thereof.

Being part of the same property conveyed to Hermitage Developers, Inc., a Tennessee corporation, by deeds of record at Instrument No. 20050606-0064066, and Instrument No. 20050606-0064067, and Instrument No. 20060510-0052713, Register's Office for Davidson County, Tennessee, and further being the same property conveyed to H Group, LLC by deed from the said Hermitage Developers, Inc. of record at Instrument No. _____ , being recorded simultaneously herewith.

Together with all buildings and improvements now or hereafter erected upon the above-described property and any and all of the following items, whether heretofore or hereafter placed on or upon said property: gas and electric fixtures, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, hot water heaters, stoves, ranges and ovens, refrigerators, refrigerating plants, air conditioning equipment, elevators, tubs, sinks, water closets and basins, garbage disposal equipment, vacuum cleaning equipment, sprinkler systems, fire alarm systems, carpets, shades, wall coverings, screens, blinds, awnings and all other furniture, furnishings and equipment placed in and about the said buildings and improvements for use therein, which are necessary to the complete and comfortable use and occupancy of the said buildings and improvements for the purpose for which they were or are to be constructed or erected, and together with all renewals or replacements or articles in substitution for the said enumerated and described items. The items dealt with in this paragraph shall include but not be limited to those shown on any plans and specifications furnished to Lender in connection with the making of the loan hereby secured. Any items dealt with in this paragraph not actually attached to the building or improvements where located shall be deemed to be constructively attached and all items herein dealt with, whether actually or constructively attached, are agreed to be fixtures constituting a part of the realty above-described.

THIS INSTRUMENT IS A CONSTRUCTION MORTGAGE WITHIN THE MEANING OF TCA SECTION 47-9-334 (h). THIS INSTRUMENT ALSO IS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT WHICH IS BEING FILED AS A FIXTURE FILING. MORTGAGOR IS THE RECORD OWNER OF THE REAL ESTATE, THE COLLATERAL IS DESCRIBED IN THIS INSTRUMENT AND CERTAIN OF THE COLLATERAL DESCRIBED HEREIN IS OR IS TO BECOME A FIXTURE OR FIXTURES ON THE REAL ESTATE HEREIN.

TO HAVE AND TO HOLD the aforesaid described real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining thereunto, for the benefit and on behalf of the Lender, its successors and assigns forever, in fee simple.

AND BORROWER COVENANTS that Borrower is lawfully seized and possessed of said property and has a good right to convey it and that it is unencumbered, and Borrower will warrant and forever defend unto Lender, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 47-28-104, NOTICE IS HEREBY GIVEN THAT THIS DEED OF TRUST SECURES OBLIGATORY ADVANCES AND IS FOR COMMERCIAL PURPOSES. THIS DEED OF TRUST ALSO SECURES CERTAIN FUTURE ADVANCES WHICH ARE OPTIONAL AND NON-OBLIGATORY.

This conveyance is a Deed to Secure Debt made under the provisions of the existing Laws of the State of Tennessee, and any laws amendatory thereof, to secure an indebtedness evidenced by a note or notes of even date herewith, made by Borrower to the order of Lender, for the principal sum written above, together with any other indebtedness due Lender, now existing or hereafter created. Lender may make any future advance or advances to Borrower, and such advances shall be secured by this Deed. So long as this Deed is not canceled by Lender the debt secured hereby may be increased by advances to Borrower, or reduced by payment in whole or in part, but shall nevertheless remain in full force and effect and shall constitute a first and paramount lien on the property described herein until actually canceled by Lender. It is the purpose of this Deed to operate as a continuing Deed to Secure Debt, and shall secure any indebtedness in favor of Lender created at any time before this instrument is actually canceled.

AND BORROWER, for himself, his heirs, legal representatives, successors and assigns, hereby covenants and agrees with Lender, its successors in interest and assigns, as follows:

FIRST - That Borrower will pay and discharge the full amount of principal and interest due under the terms of said note or notes and will punctually pay all installments therein specified to be paid as they become due and payable, together with those of any future notes to be secured hereby.

SECOND - That so long as said indebtedness or any part thereof shall remain unpaid. Borrower will pay all taxes, assessments, and other charges that may be levied or assessed upon or against the said premises when due and payable according to law and before they become delinquent, and will, if so requested, furnish receipts showing payment of the same.

THIRD - That Borrower will keep all improvements erected on said premises in good order and repair and will not commit nor permit waste thereof or thereon.

FOURTH - That so long as said indebtedness shall remain unpaid in whole or in part, Borrower will keep the buildings and improvements now or hereafter erected on said premises insured against loss or damage to the extent of the balance secured hereby, with a company or companies acceptable to Lender and for its benefit, and will deliver the policies and renewals thereof to Lender, and, if so requested, furnish receipts showing payment of premiums thereon. If this Deed is foreclosed by exercising the power of sale as provided herein, any insurance policy or policies held by Lender shall become the property of Lender, provided the cash surrender value of said policy or policies is applied to the payment of the indebtedness secured by this Deed.

FIFTH - That if all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, Lender may, at its option, require immediate payment in full of all sums secured by this Deed. If the sums secured hereby are declared to be immediately due and payable and are not immediately paid in full, Lender shall have the right, without further notice or demand (except as may be required by law) to exercise any and all of the remedies provided by this Deed and by law.

THE PARTIES HERETO FURTHER AGREE:

(A) Borrower hereby waives and renounces all homestead and exemption rights arising under and by virtue of the Constitution and laws of the State of Tennessee, and of the United States.

(B) Should Borrower fail to make payment of any taxes, assessments, insurance premiums, or other charges payable by Borrower in connection with said premises, Lender may, at its option, make payments thereof, and any amount so paid, with interest thereon at the rate required by the note secured hereby, shall be added to and become a part of the principal debt secured by this Deed without waiver of any rights arising from the breach of the covenants herein, and for such payment with interest and charges as may be applicable thereto, the premises herein described, as well as Borrower, shall be bound to the same extent as they are bound for the payment of the indebtedness secured by this Deed.

(C) It is understood and agreed between the parties hereto that Lender herein shall be subrogated to all of the rights of any parties to whom the proceeds of this loan, or advances or increases to the indebtedness secured by this Deed, are paid for the purpose of discharging prior liens against the property described above.

(D) When by the terms of this Deed a day is named or a time is fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is the essence of the whole contract.

(E) Should Borrower fail to pay any installment due according to the terms of any indebtedness secured hereby as the same may become due and payable, or to pay any taxes, assessments, insurance premiums or other charges, or to perform any covenants herein expressed to be performed by Borrower, then the entire indebtedness remaining unpaid and secured by this Deed, with all arrearages of interest thereon, shall at once become due and payable, if Lender so elects, and all notice of such election is hereby waived.

(F) To further secure the indebtedness hereunder, Borrower hereby sells, assigns and transfers to Lender all of the rents which shall hereafter become due or be paid on the above described property, but Lender agrees that this rent assignment will not be enforced so long as no default on the part of Borrower exists under the terms and conditions of this Deed, and while no such default exists, Lender waives its rights to collect said rents, but upon any default in the performance of any agreement or covenants to be performed by Borrower under the terms of this Deed, Borrower agrees that Lender may enter upon said property and collect the rents therefrom, and hereby constitutes and appoints Lender as Borrower's agent to declare the existence of a default and thereupon collect said rents pursuant to this assignment, and Borrower hereby agrees that any tenant in said property or any renting agent in charge thereof shall, and is hereby authorized and directed, when a default shall be so declared to exist, to pay any such rents to Lender to be applied toward the payment of the indebtedness secured hereby or as provided by law.

(G) Should default occur in payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Lender shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above described, or to the solvency or insolvency of Borrower, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this Deed.

(H) When and if Lender, because of any default or breach of covenant, shall have declared the unpaid balance of the indebtedness secured hereby to be immediately due and payable, together with all interest and charges due thereon pursuant to the conditions of this indenture or of any indebtedness secured hereby, Lender, its assigns, attorneys, agents or representatives thereunto duly authorized, shall have the right to and may enter upon said premises and collect the rents, revenues and profits thereof, and may sell and dispose of the said property in one or more sales (the power of sale is not to be exhausted until all of said property has been sold or the entire indebtedness secured hereby shall have been paid in full as provided herein) at public auction at the usual place of conducting sales before the Courthouse door of the county in which said premises are located (in the event the property described herein is located in two or more counties, Lender may elect any one of said counties in which to advertise and sell said property) to the highest bidder for cash, after first giving notice of the time and place of said sale or sales by advertisement thereof once a week for four weeks in the newspaper in which the Sheriff's advertisements for such county are published, all other notice except as required by law being hereby waived by Borrower; and thereupon Lender may execute and deliver to the purchaser at such sale a good and sufficient conveyance of said premises in fee simple, which conveyance shall contain recitals as to the happening of any default upon which the exercise of the power of sale depends and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with, and shall be binding and conclusive upon Borrower, Borrower's heirs, legal representatives, successors and assigns. Lender, its agents, representatives, successors or assigns, may bid and purchase at any such sale, and shall collect the proceeds thereof, reserve therefrom the entire amount of principal and interest then due, together with the amount of all taxes, assessments, insurance premiums, and other charges heretofore paid by Lender, with interest at the rate called for in the note from date of payment, together with all costs and charges for advertising and commissions incurred or expended in and about the selling of said property, with fifteen

(15%) percent of the principal and interest then due and owing also due as attorney's fees, and pay over any excess to the person or persons legally entitled to it .

(I) For the purpose of carrying out and effectuating the power of sale herein given, Lender, its legal representatives, successors or assigns, or either of them, as the case may be, are hereby constituted and appointed the true and lawful attorney-in-fact for Borrower to sell the above premises, as herein provided, and to convey the same to the purchaser at said sale in as full and ample manner as Borrower could do in person. Borrower further covenants that the possession of said premises during the existence of said indebtedness by Borrower shall be that of a tenant under Lender or its assigns, during the due performance of all the obligations herein, and that in the case of any sale as herein provided, Borrower, or any person in possession, shall then be and become tenants holding over and shall forthwith deliver possession to the purchaser at any such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The foregoing powers and remedies herein granted are cumulative of any other remedies for the collection of said indebtedness and the enforcement of said security to which Lender, its successors or assigns, may be entitled by law or in equity. The powers herein granted and conferred are coupled with an interest and are irrevocable by death or otherwise.

(J) Any forbearance by Lender in exercising any right or remedy under this Deed shall not be a waiver of or preclude the exercise of any right or remedy under this Deed.

(K) In this deed, wherever the words Grantor, Grantee, Borrower, Lender or Purchaser are used, the same shall include the heirs, executors, administrators, successors, representatives, and assigns of the same, whether voluntary by act of the parties, or involuntary by operation of law, and further, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one grantor, grantee, borrower, lender, or purchaser, said singular part of speech shall be deemed to read as the plural, and each shall always be jointly and severally liable for the performance of every promise and agreement made herein.

(L) When and as Borrower fully discharges all obligations herein and set out for performance in the note, notes and any other indebtedness secured hereby, Lender will cancel and discharge these presents in the manner and form as provided by the applicable laws of the State of Tennessee.

IN WITNESS WHEREOF, Borrower has caused this Deed to be signed on the day and year first above written.

H Group, LLC, a Tennessee limited liability company

By: _____
James Dwight Holland, Member

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Barbara S. Lamb, a Notary Public in and for said county and state, the within named **James Dwight Holland**, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and further acknowledged he is the Member of H Group, LLC, a Tennessee limited liability, and is authorized by said company to execute this instrument on behalf of said company.

WITNESS my hand and Notarial Seal at office this 14 day of November, 2007.

_____
Notary Public

My commission expires July 26, 2009

Barbara S. Lamb
State of Tennessee Notary Public
Williamson County

EXHIBIT D
Amended and Restated Construction Deed of Trust

(see attached)

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $0.

This Deed of Trust Prepared by:
Boult, Cummings, Conners & Berry PLC (BRS)
1600 Division Street, Suite 700
Nashville, Tennessee 37203

AMENDED AND RESTATED CONSTRUCTION DEED OF TRUST

THIS AMENDED AND RESTATED CONSTRUCTION DEED OF TRUST (the "Deed of Trust") made this 20th day of June, 2008, by and between **H GROUP, LLC**, a Tennessee limited liability company, as Grantor, with an address of 2716 Priest Lake, Nashville, Tennessee 37076 (hereinafter called "Grantor" or "Borrower"), to **Brooks R. Smith**, a resident of Davidson County, Tennessee (the "Trustee"), to secure obligations owed to **NEW SOUTH FEDERAL SAVINGS BANK**, a Federal Chartered Savings Bank, of Birmingham, Alabama, as Beneficiary (hereinafter called "Beneficiary" or "Lender").

THIS DEED OF TRUST IS A CONSTRUCTION MORTGAGE WITHIN THE MEANING OF TCA SECTION 47-9-334(h). THIS DEED OF TRUST ALSO IS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT WHICH IS BEING FILED AS A FIXTURE FILING IN ACCORDANCE WITH TCA SECTION 47-9-502(c). MORTGAGOR IS THE RECORD OWNER OF THE PROPERTY AND COLLATERAL DESCRIBED IN THIS DEED OF TRUST AND CERTAIN OF THE COLLATERAL DESCRIBED HEREIN IS OR IS TO BECOME A FIXTURE OR FIXTURES ON THE REAL ESTATE HEREIN.

PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 47-28-104(b), NOTICE IS HEREBY GIVEN THAT THIS DEED OF TRUST SECURES OBLIGATORY ADVANCES AND IS FOR COMMERCIAL PURPOSES. THIS DEED OF TRUST ALSO SECURES CERTAIN FUTURE ADVANCES WHICH ARE OPTIONAL AND NON-OBLIGATORY.

W I T N E S S E T H:

WHEREAS, Grantor is justly indebted to Beneficiary in the sum of Four Hundred Sixty-Four Thousand and 00/100 ($464,000.00), in lawful money of the United States, and has agreed to pay the same with interest thereon, according to the terms of that certain Promissory Note dated November 14, 2007 (the "Note") made by Grantor payable to the order of Beneficiary, with final payment originally being due on November 14, 2008 (the Note, by reference, being made a part hereof), and together with all modifications, amendments, extensions, renewals and increases thereof (the "Indebtedness"); and

WHEREAS, Grantor has previously executed that certain Construction Deed of Trust dated as of November 14, 2007 and recorded in Instrument Number 20071114-0133698 in the Register's Office of Davidson County, Tennessee (the "Prior Deed of Trust") securing the Note; and

WHEREAS, Beneficiary has agreed to extend the maturity of the Note to May 1, 2009, the new final maturity of the Note, and modify other terms and conditions; and

WHEREAS, the parties wish to amend and restate the Deed of Trust.

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, transfer, assign, sell and convey unto Trustee with power of sale, the following property, to-wit:

See Attached "Exhibit A"

Davidson County DOTAMEND
Recvd: 07/11/08 14:15 9 pgs
Fees:47.00 Taxes:0.00
[redacted]
20080711-0071511

Together with all buildings and improvements now or hereafter erected upon the above-described property and any all of the following items, whether heretofore or hereafter placed on or upon said property: gas and electric fixtures, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, hot water heaters, and all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment, stoves, ranges and ovens, refrigerators, refrigerating plants, elevators, tubs, sinks, water closets and basins; attached cabinets and shelves; garbage disposal equipment, vacuum cleaning equipment, sprinkler systems, fire alarm systems; rugs, carpets, tiling, linoleum and other floor coverings; chandeliers and other lighting fixtures; paneling, woodwork, molding, millwork and other decorative trimwork; shades, wall coverings, draperies, screens, blinds, awnings, storm doors and windows; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing and communications apparatus; and all other furniture, furnishings and equipment placed in and about the said buildings and improvements for use therein which are necessary to the complete and comfortable use and occupancy of the said buildings and improvements for the purposes for which they were or are to be constructed or erected, and together with all renewals or replacements or articles in substitution for the said enumerated and described items. The items dealt with in this paragraph shall include but not be limited to those shown on any plans and specifications furnished to Lender in connection with the making of the loan hereby secured. Any items dealt with in this paragraph not actually attached to the building or improvements where located shall be deemed to be constructively attached and all items herein dealt with, whether actually or constructively attached, are agreed to be fixtures constituting a part of the realty above-described (all of the foregoing shall be referred to herein as the "Property").

Together with all of Grantor's present and future right, title and interest and claim to the Property.

TO HAVE AND TO HOLD the aforesaid described Property together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining thereunto, unto Trustee, his successors and assigns forever in trust, with power of sale, to secure the payment of all indebtedness and obligations presently or hearafter owed by Grantor to Beneficiary.

AND BORROWER COVENANTS that Borrower is lawfully seized and possessed of said property and has a good right to convey it and that it is unencumbered, and Borrower will warrant and forever defend unto Lender, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

AMENDED AND RESTATED DEED OF TRUST. This Deed of Trust amends and restates in their entirety the terms and provisions of the Prior Deed of Trust. This Deed of Trust is given in amendment, restatement, renewal, extension and rearrangement, and not in extinguishment of the Prior Deed of Trust. All liens, assignments and security interests contained herein shall relate back to the date of the recording of the Prior Deed of Trust.

This conveyance is a Deed of Trust made under the provisions of the existing Laws of the State of Tennessee, and any laws amendatory thereof, to secure an indebtedness evidenced by the Note, made by Borrower to the order of Lender, for the principal sum written above, together with any other indebtedness due Lender, now existing or hereafter created. Lender may make any future advance or advances to Borrower, and such advances shall be secured by this Deed of Trust. So long as this Deed of Trust is not canceled by Lender the debt secured hereby may be increased by advances to Borrower, or reduced by payment in whole or in part, but shall nevertheless remain in full force and effect and shall constitute a first and paramount lien on the property described herein until actually canceled by Lender. It is the purpose of this Deed of Trust to operate as a continuing Deed of Trust, and shall secure any indebtedness in favor of Lender created at any time before this Deed of Trust is actually canceled.

AND BORROWER, for itself, and its successors and assigns, hereby covenants and agrees with Trustee and Lender, their successors in interest and assigns, as follows:

FIRST – That Borrower will pay and discharge the full amount of principal and interest due under the terms of said note or notes and will punctually pay all installments therein specified to be paid as they become due and payable, together with those of any future notes to be secured hereby.

SECOND – That so long as said Indebtedness or any part thereof shall remain unpaid, Borrower will pay all taxes, assessments, and other charges that may be leveled or assessed upon or against the said Property when due and payable according to law and before they become delinquent, and will, if so requested, furnish receipts showing payment of the same.

THIRD – That Borrower will keep all improvements erected on said Property in good order and repair and will not commit nor permit waste thereof or thereon.

FOURTH – That so long as said Indebtedness shall remain unpaid in whole or in part, Borrower will keep the buildings and improvements now or hereafter erected on said Property insured against loss or damage to the extent of the balance secured hereby, with a company or companies acceptable to Lender and for its benefit, and will deliver the policies and renewals thereof to Lender, and, if so requested, furnish receipts showing payment of premiums thereon. If this Deed of Trust is foreclosed by exercising the power of sale as provided herein, any insurance policy or policies held by Lender shall become the property of Lender, provided the cash surrender value of said policy or policies is applied to the payment of the Indebtedness secured by this Deed of Trust.

FIFTH – That if all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding (a) the creation of alien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. If the sums secured hereby are declared to be immediately due and payable and are not immediately paid in full, Lender shall have the right, without further notice or demand (except as may be required by law) to exercise any and all of the remedies provided by this Deed of Trust and by law.

BORROWER FURTHER AGREES AS FOLLOWS:

(A) Any sale of any or all of the Property pursuant to the power of sale or judicial sale provided for herein or in realization of the security interest granted herein shall be made free from the equity of redemption, statutory right of redemption, homestead, dower, curtesy, exemption rights, and all other rights and interests of Grantor, all of which are hereby expressly waived.

(B) Should Borrower fail to make payment of any taxes, assessments, insurance premiums, or other charges payable by Borrower in connection with said Property, Lender may, at its option, make payments thereof, and any amount so paid, with interest thereon at the rate required by the note secured hereby, shall be added to and become a part of the principal debt secured by this Deed of Trust without waiver of any rights arising from the breach of the covenants herein, and for such payment with interest and charges as may be applicable thereto, the Property herein described, as well as Borrower, shall be bound to the same extent as they are bound for the payment of the Indebtedness secured by this Deed of Trust.

(C) It is understood and agreed between the parties hereto that Lender herein shall be subrogated to all the rights of any parties to whom the proceeds of this loan, or advances or increases to

the Indebtedness secured by this Deed of Trust, are paid for the purpose of discharging prior liens against the property described above.

(D) When by the terms of this Deed of Trust, a day is named or a time is fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is the essence of the whole contract.

(E) Should Borrower fail to pay any installment due according to the terms of any Indebtedness secured hereby as the same may become due and payable, or to pay any taxes, assessments, insurance premiums or other charges, or to perform any covenants herein expressed to be performed by Borrower, then the entire Indebtedness remaining unpaid and secured by this Deed of Trust, with all arrearages of interest thereon, shall at once become due and payable, if Lender so elects, and all notice of such election is hereby waived.

(F) To further secure the Indebtedness hereunder, Borrower hereby sells, assigns and transfers to Lender all of the rents which shall hereafter become due or be paid on the above-described property, but Lender agrees that this rent assignment will not be enforced so long as no default on the part of Borrower exists under the terms and conditions of this Deed of Trust, and while no such default exists, Lender waives its rights to collect said rents, but upon any default in the performance of any agreement or covenants to be performed by Borrower under the terms of this Deed of Trust, Borrower agrees that Lender may enter upon said property and collect the rents therefrom, and hereby constitutes and appoints Lender as Borrower's agent to declare the existence of a default and thereupon collect said rents pursuant to this assignment, and Borrower hereby agrees that any tenant in said property or any renting agent in charge thereof shall, and is hereby authorized and directed, when a default shall be so declared to exist, to pay any such rents to Lender to be applied toward the payment of the Indebtedness secured hereby or as provided by law.

(G) Should default occur in payment of any portion of the Indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Lender shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above-described, or to the solvency or insolvency of Borrower, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this Deed of Trust.

(H) When and if Lender, because of any default or breach of covenant, shall have declared the unpaid balance of the Indebtedness secured hereby to be immediately due and payable, together with all interest and charges due thereon pursuant to the conditions of this Deed of Trust, Trustee, at the request of Lender, its assigns, attorneys, agents or representatives thereon duly authorized, shall have the right to and may enter upon said Property and collect the rents, revenues and profits thereof, and may sell and dispose of the said property in one or more sales at public auction to the highest bidder for cash, after first giving notice of the time and place of said sale or sales by advertisement thereof at least three (3) different times in some newspaper published in the county in which the Property is located, the first of which publications shall be at least twenty (20) days prior to said sale, all other notice except as required by law being hereby waived by Borrower; and thereupon Lender may execute and deliver to the purchaser at such sale a good and sufficient conveyance of said Property in fee simple, which conveyance shall contain recitals as to the happening of any default upon which the exercise of the power of sale depends and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with, and shall be binding and conclusive upon Borrower, Borrower's representatives, successors and assigns. Lender, its agents, representatives, successors or assigns, may bid and purchase at any such sale, and shall collect the proceeds thereof, reserve therefrom the entire amount of principal and interest then due, together with the amount of all taxes, assessments, insurance

premiums, and other charges heretofore paid by Lender, with interest at the rate called for in the note from date of payment, together with all costs and charges for advertising and commissions incurred or expended in and about the selling of said property, including without limitation attorney's fees, and pay over any excess to the person or persons legally entitled to it.

In the event of any sale under this Deed of Trust or pursuant to any order in any judicial proceedings or otherwise, the Property or any part thereof may be sold, in one parcel or in such parcels, manner or order as Beneficiary, in its sole discretion, may direct. At Beneficiary's option, a sale may be conducted alternately as a single parcel and in tracts, to be closed under whichever method yields a greater total price. If the Property is located in two or more counties, it may all be sold in one of the counties if Trustee so elects. Otherwise, the sale shall occur in the county in which the Property is located unless Trustee, in his reasonable discretion, elects to conduct the sale elsewhere. The sale shall be held at such location in the county as the foreclosure notice may specify. One or more exercises of the power of sale provided for herein shall not extinguish or exhaust said power until the entire Property has been sold or the Indebtedness has been paid in full. Trustee is hereby released from all obligations imposed by statute which can be waived, including any requirement of qualification or bond. It is agreed that Beneficiary, in the event of any sale of the Property, may bid and buy as any third person might, but Beneficiary shall not be required to present cash at the sale except to the extent, if any, by which Beneficiary's bid exceeds the amount of the Indebtedness, including all expenses of collection and sale provided for herein. Trustee may delegate, in his sole discretion, any authority possessed under this Deed of Trust, including the authority to conduct a foreclosure sale. Without limiting the foregoing, Trustee may retain a professional auctioneer to preside over the bidding, and the customary charge for the auctioneer's services shall be paid from sale proceeds as an expense of sale. If prior to or at any foreclosure sale a third party represents to the Trustee in writing that such party holds the next junior lien to this Deed of Trust (whether by judgment lien, junior deed of trust, or otherwise), the Trustee may disburse surplus proceeds to such third party in an amount not to exceed the amount of lien alleged by the third party in its written statement to the Trustee. A foreclosure sale may be adjourned by Trustee and may be reset at a later time and/or date by announcement at the time and place of the originally advertised sale and without any further publication. The foreclosure sale of the Property shall be conducted for cash to be tendered upon the conclusion of the bidding; provided, however, 1. Trustee may accept a check issued or certified by a local bank as consideration for the sale and 2. if, in his sole discretion, Trustee announces before or after bidding that, upon the failure of the high bidder to complete the sale for cash within one (1) hour, the Property may be sold to the second highest bidder, and if the high bidder should subsequently fail to complete the purchase within that time, then Trustee may, at his option, close the sale of the Property to the second highest bidder. Grantor further agrees that, in the event of any sale hereunder, it will at once surrender possession of the Property, will from the moment of sale be the tenant at will of the purchaser, will be removable by process and will be liable to pay said purchaser the reasonable rental value of said Property after such sale. Beneficiary or Trustee may, after default, advise third parties of the amount (or estimated amount) of principal, interest and expenses that will be outstanding as of the date of any foreclosure sale and may share any other available information regarding the Property. Following the occurrence of a default hereunder, any "release" provision included herein or in any other document whereby Beneficiary agreed to release all or part of the Property upon the payment of less than all of the Indebtedness shall become void and Beneficiary shall no longer be obligated to release any of the Property until the Indebtedness has been paid in full. Grantor agrees that Grantor will not bid at any sale hereunder and will not allow others to bid on Grantor's behalf unless, at the time of sale, Grantor has cash sufficient to pay at the sale the amount of his bid.

(l) For the purpose of carrying out and effectuating the power of sale herein given, Lender, its legal representatives, successors or assigns, or either of them, as the case may be, are hereby constituted and appointed the true and lawful attorney-in-fact for Borrower to sell the above Property, as herein provided, and to convey the same to the purchaser at said sale in as full and ample manner as Borrower could do in person. Borrower further covenants that the possession of said Property during the

existence of said Indebtedness by Borrower shall be that of a tenant under Lender or its assigns, during the due performance of all the obligations herein, and that in the case of any sale as herein provided, Borrower, or any person in possession, shall then be and become tenants holding over and shall forthwith deliver possession to the purchaser at any such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The foregoing powers and remedies herein granted are cumulative of any other remedies for the collection of said Indebtedness and the enforcement of said security to which Lender, its successors or assigns, may be entitled by law or in equity. The powers herein granted and conferred are coupled with an interest and are irrevocable by death or otherwise.

(J) Trustee shall be entitled to reasonable compensation for all services rendered, whether or not a foreclosure is held hereunder, and shall be reimbursed for all reasonable expenses, charges and attorneys' fees, including fees for legal advice concerning his duties and rights in the Property and title examinations.

(K) Beneficiary shall at all times have the irrevocable right to remove Trustee without notice or cause and to appoint Trustee's successor by a recorded instrument. If Trustee dies or resigns, Beneficiary shall have the right to appoint its successor by recorded instrument. Any Successor Trustee appointed pursuant to this paragraph shall be vested with title to the Property and shall possess all the powers, duties and obligations herein conferred on Trustee in the same manner and to the same extent as though he were named herein as Trustee.

(L) Any forbearance by Lender in exercising any right or remedy under this Deed of Trust shall not be a waiver of or preclude the exercise of any right or remedy under this Deed of Trust.

(M) In this Deed of Trust, wherever the words Grantor, Beneficiary, Borrower, Lender or Purchaser are used, the same shall include the heirs, executors, administrators, successors, representatives, and assigns of the same, whether voluntary by act of the parties, or involuntary by operation of law, and further, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one grantor, Beneficiary, borrower, lender, or purchaser, said singular part of speech shall be deemed to read as the plural, and each shall always be jointly and severally liable for the performance of every promise and agreement made herein.

(N) When and as Borrower fully discharges all obligations herein and set out for performance in the Note, notes and any other indebtedness secured hereby, Lender will cancel and discharge these presents in the manner and form as provided by the applicable laws of the State of Tennessee.

(O) Grantor hereby grants to Beneficiary a security interest in all fixtures and personal property presently or hereafter owned by Grantor and located on or used in the operation of the Property, including, but not limited to, all construction materials, goods, equipment, inventory, farm equipment, farm products and fixtures, and all accessions, additions and replacements thereof (except that no security interest is granted under this Paragraph or any other Paragraph hereof in household goods to secure a consumer credit transaction) and all presently owned and hereafter acquired contract rights, accounts and general intangibles pertaining to the Property or Grantor's operation of an enterprise thereon and any maintenance or management contract(s) and the right to use any name associated with the Property), together with all products and proceeds of the foregoing, including insurance proceeds (collectively the "Personalty"). Grantor warrants that the Personalty is unencumbered. Within five (5) days after request by Beneficiary, Grantor shall deliver to Beneficiary a schedule of all Personalty then in existence. This Deed of Trust shall serve as a financing statement with respect to the Personalty. The original of this Deed of Trust or a copy hereof may be recorded by Beneficiary as a financing statement in any appropriate public office, at Beneficiary's option and at Grantor's expense.

(P) Grantor warrants and represents to Beneficiary that while Beneficiary has any interest in or lien on the Property and the Personalty, the Property and the Personalty described herein are and at all times hereafter, will continue to be in full compliance with all applicable federal, state and local environmental laws, standards, ordinances and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq., the Emergency Planning and Community Right-to-Know Act, 42 USC § 11001 et seq., the Resource Conservation and Recovery Act, 42 USC § 6901 et seq., the Clean Air Act, 42 USC § 7401 et seq., the Toxic Substances Control Act, 15 USC 2601 et seq., and the Federal Water Pollution Control Act, 33 USC § 1251 et seq. ("Environmental Laws"); and Grantor further warrants and represents to Beneficiary that:

(i) As of this date, the Property and the Personalty have not been used to treat, store or dispose of, oil, petroleum products, hazardous substances, extremely hazardous substances, hazardous wastes, regulated substances, toxic substances or hazardous air pollutants as defined or described by the Environmental Laws ("Hazardous Materials"); and that no such Hazardous Materials, (including without limitations, any materials containing asbestos), are located on, in or under the Property or Personalty or used or emitted in connection therewith; or

(ii) Grantor has fully disclosed to Beneficiary in writing the existence, extent and nature of any Hazardous Materials, on, in, or under the Property or the Personalty or used or emitted in connection therewith; and

(iii) Grantor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

(Q) Any legend appearing on the face hereof and any affidavit that may be submitted to recording authorities herewith pursuant to any requirement of taxation or registration authorities is included for the benefit of such authorities only and does not affect the terms of Beneficiary's agreement with Grantor as provided by this Deed of Trust and by other documents pertaining to the Indebtedness or the priority of the lien of this Deed of Trust or any advances made hereunder.

(R) Time is of the essence of this Deed of Trust. The validity, construction, and enforcement of this Deed of Trust shall be governed by the laws of the State of Tennessee applicable to contracts executed and performed entirely within that state. Any amendment to or modification of this Deed of Trust may be made by and between Grantor and Beneficiary without necessity of joinder therein by Trustee. Any such amendment or modification, to be valid, must be made in writing, signed by Grantor and Beneficiary, and duly recorded. The rights of Trustee and Beneficiary arising under this Deed of Trust are in addition to all rights that Trustee or Beneficiary may have at law or equity. Without limiting the foregoing, all provisions of this Deed of Trust that pertain to the rights and duties of Trustee upon foreclosure of the Property shall be regarded as cumulative with the rights of Trustee otherwise available at law. No act of Trustee or Beneficiary, including the institution of suit to recover any part of the Indebtedness, shall be construed as an election to proceed under any one provision herein to the exclusion of any others or as an election of remedies to the bar of any other remedy allowed at law or in equity.

IN WITNESS WHEREOF, Borrower has caused this Deed of Trust to be signed on the day and year first above written.

BORROWER:

H Group, LLC

By: Dwight Holland

Title: Manager

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Dwight Holland, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the within Deed of Trust for the purposes therein contained and further acknowledged he is the Manager of H Group, LLC and is authorized by said company to execute this Deed of Trust on behalf of said company.

WITNESS my hand and Notarial Seal at office this 20th day of June, 2008.

Theresa K. Duke
Notary Public

My Commission Expires:

March 10, 2012

THERESA K DUKE
STATE
TENNESSEE
NOTARY
PUBLIC
DAVIDSON COUNTY, TENN

My Commission Expires MAR 10, 2012

EXHIBIT A

Property

Land in Davidson County, Tennessee, BEING Lot No. 133, on the final plat of Aarons Cress, a Cluster Lot Development, Phase 1B, filed for record as Instrument 20070910-0108427, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description thereof.

Being part of the same property conveyed to Hermitage Developers, Inc., a Tennessee corporation, by deeds of record at Instrument No. 20050606-0064066, and Instrument No. 20050606-0064067, and Instrument No. 20060510-0052713, Register's Office for Davidson County, Tennessee, and further being the same property conveyed to H Group, LLC by deed from the said Hermitage Developers, Inc. of record at Instrument No. 20071114-0133697, Register's Office for Davidson County, Tennessee.

EXHIBIT E
Amendment to Amended and Restated Construction Deed of Trust

(see attached)

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $0.

This Amendment to Deed of Trust Prepared by:
Boult, Cummings, Conners & Berry PLC (BRS)
1600 Division Street, Suite 700
Nashville, Tennessee 37203

AMENDMENT TO AMENDED AND RESTATED CONSTRUCTION DEED OF TRUST

THIS AMENDMENT TO AMENDED AND RESTATED CONSTRUCTION DEED OF TRUST (the "**Amendment**") made this 15 day of September, 2008, by and between **H GROUP, LLC**, a Tennessee limited liability company, as Grantor, with an address of 2716 Priest Lake, Nashville, Tennessee 37076 ("**Grantor**"), and **NEW SOUTH FEDERAL SAVINGS BANK**, a Federal Chartered Savings Bank, of Birmingham, Alabama ("**Beneficiary**").

W I T N E S S E T H:

WHEREAS, Grantor has previously executed that certain Construction Deed of Trust dated as of November 14, 2007 and recorded at Instrument Number 20071114-0133698 in the Register's Office for Davidson County, Tennessee (the "**Register's Office**") as amended by that certain Amended and Restated Construction Deed of Trust dated June 20, 2008 and recorded at Instrument Number 20080711-0071511 (as amended, the "**133 Deed of Trust**") in the Register's Office conveying certain real property located in Nashville, Davidson County, Tennessee, known as Lot 133 on the final plat of Aarons Cress, Phase 1B, filed at Instrument Number 20070910-0108427 in the Register's Office (the "**Property**"); and

WHEREAS, the Deed of Trust secures a loan by Beneficiary to Grantor in the original principal amount of Four Hundred Sixty Four Thousand and No/100 Dollars ($464,000.00) (the "**133 Loan**") evidenced by a Promissory Note (Construction Loan Master Note) dated November 14, 2007, executed by Grantor (the "**133 Note**");

WHEREAS, the Grantor and Beneficiary desire to amend the Deed of Trust as provided herein.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the parties hereto agree as follows:

1. **Defined Terms**. All terms capitalized herein but not otherwise defined shall have the meaning ascribed to such term in the Deed of Trust.

2. **Indebtedness**. The definition of Indebtedness, as set forth in the Deed of Trust, is hereby amended to include the following: "All indebtedness and obligations presently or hereinafter owed to Grantor by Beneficiary."

3. **Note Amendment**. The Note Amendment is hereby added to included within the term Note, as such term is defined in the Deed of Trust.

4. **Cross-Collateralization and Cross Default**. The 133 Deed of Trust, as amended, is hereby amended to reflect that it secures:

(a) a loan by Beneficiary to Grantor in the original principal amount of Three Hundred Sixty Thousand and No/100 Dollars ($360,000) evidenced by a Promissory Note (Construction Loan Master Note) dated June 26, 2007, executed by Grantor (the "**102 Note**"), and secured by Construction Deed of Trust dated as of June 26, 2007 and recorded at Instrument Number 20070626-0076274 in the Register's Office, as amended by that certain Amended and Restated Construction Deed of Trust dated June 20, 2008 and recorded at Instrument Number 20080711-0071512 (as amended, the "**102 Deed of Trust**") in

1952781

Davidson County DOTAMEND
Recvd: 09/15/08 14:14 3 pgs
Fees:17.00 Taxes:0.00
[redacted]
20080915-0094240

the Register's Office conveying certain real property located in Nashville, Davidson County, Tennessee, known as Lot 102 on the final plat of Aarons Cress, Phase 1A, filed at Instrument Number 20061219-0156396 in the Register's Office; and

(b) a loan by Beneficiary to Grantor in the original principal amount of Seven Hundred Eight Thousand and No/100 Dollars ($708,000) evidenced by a Promissory Note (Construction Loan Master Note) dated February 15, 2007, executed by Grantor (the "**118 Note**"), and secured by Construction Deed of Trust dated as of February 15, 2007 and recorded at Instrument Number 20070215-0019519 in the Register's Office, as amended by that certain Amended and Restated Construction Deed of Trust dated June 20, 2008 and recorded at Instrument Number 20080711-0071510 (as amended, the "**118 Deed of Trust**") in the Register's Office conveying certain real property located in Nashville, Davidson County, Tennessee, known as Lot 118 on the final plat of Aarons Cress, Phase 1A, filed at Instrument Number 20061219-0156396 in the Register's Office.

(c) Said 102 Note, 118 Note and 133 Note shall be collectively referred as to the "Notes", and said 102 Deed of Trust, 118 Deed of Trust and 133 Deed of Trust shall be collectively referred to as the "Deeds of Trust". Said 102 Loan, 118 Loan and 133 Loan shall be collectively referred to as the "Loan".

(d) All sums evidenced by the Notes or secured by the Deeds of Trust shall be a part of the Indebtedness hereunder. Further, any Default, as defined in the Notes, Deeds of Trust, or the Loan Modification and Extension Agreement (together with such other loan documents evidencing the Loan, the "**Loan Documents**") shall also be a Default under this 133 Deed of Trust. Notwithstanding that separate property and the revenue sources therefrom shall be pledged to secure the Loan, Grantor acknowledges that Grantor has received adequate consideration and economic benefit by reason of Beneficiary closing, funding, extending and amending the Loan. The Loan is for all purposes a single transaction, and, in the event of a Default, Grantor waives any right to require Beneficiary to marshall assets of Grantor nor shall Grantor have the right to have any of the Property sold or applied in any particular order to satisfy the Loan.

5. **Release**. Notwithstanding anything contained in the Deed of Trust to the contrary, any release of all or any portion of the Property by Beneficiary shall be subject to and conditioned upon the terms and conditions of all documents executed by Grantor in connection with the Indebtedness.

6. **Ratification**. The Deed of Trust is not amended in any other respect. Grantor affirms all duties and obligations to Beneficiary under the Deed of Trust, as amended and Grantor affirms that no event has occurred and no claim, offset, defense, or other condition exists that would relieve them of any of their obligations to Beneficiary under the Deed of Trust.

Signatures on following page

IN WITNESS WHEREOF, Grantor has caused this Amendment to be signed on the day and year first above written.

Grantor:

H Group, LLC

By: Dwight Holland

Title: Manager and Member

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Dwight Holland, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the within Deed of Trust for the purposes therein contained and further acknowledged he is the Manager and Member of H Group, LLC and is authorized by said company to execute this Amendment on behalf of said company.

WITNESS my hand and Notarial Seal at office this 15 day of September, 2008.

Notary Public

THERESA K DUKE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN
My Commission Expires MAR. 10, 2012

My Commission Expires:

EXHIBIT E
Notice of Foreclosure

(see attached)

NOTICE OF FORECLOSURE SALE

Default having occurred under that Construction Deed of Trust dated November 14, 2007, executed by H Group, LLC, of record as Instrument No. 20071114-0133698, Davidson County Register of Deeds Office, to Thomas I. Bottorff, Trustee, as amended and restated by that certain Amended and Restated Construction Deed of Trust dated June 20, 2008 of record as Instrument No. 20080711-0071511, Davidson County Register of Deeds Office appointing Brooks R. Smith as trustee and as further amended by that certain Amendment to Amended and Restated Construction Deed of Trust dated September 15, 2008 of record as Instrument No. 20080915-0094240, Davidson County Register of Deeds Office (collectively, the "Deed of Trust");

NOW, THEREFORE, I, Brooks R. Smith, as Trustee and not otherwise, acting upon the demand of New South Federal Savings Bank, a federally chartered bank, which is the lawful owner and holder of the indebtedness secured by the Deed of Trust, will, on

February 11, 2009

at eleven thirty a.m. (11:30 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 Lot No. 133, on the final plat of Aarons Cress, a Cluster Lot Development, Phase 1B, filed for record as Instrument 20070910-0108427, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description thereof.

Being part of the same property conveyed to Hermitage Developers, Inc., a Tennessee corporation, by deeds of record at Instrument No. 20050606-0064066, and Instrument No. 20050606-0064067, and Instrument No. 20060510-0052713, Register's Office for Davidson County, Tennessee, and further being the same property conveyed to H Group, LLC by deed from the said Hermitage Developers, Inc. of record at Instrument No. 20071114-0133697, Register's Office for Davidson County, Tennessee.

The street address of the property is 320 Bournemouth Lane, Hermitage, TN 37076.

GTI South, Inc. may claim an interest in the Property pursuant to a Notice of Mechanics' and Materialmen's Lien of record as Instrument No. 20071220-0146336, said Register's Office.

Brown's Concrete and Block Co. Incorporated may claim an interest in the Property pursuant to a Notice of Furnisher's Lien of record as Instrument No. 20080529-0054870, said Register's Office.

The Contractor Yard, LLC a/k/a Probuild East, LLC may claim an interest in the Property pursuant to a Notice of Furnisher's Lien of record as Instrument No. 20080717-0073157 said Register's Office.

The State of Tennessee may claim a lien pursuant to a Notice of State Tax Lien of record as Instrument No. 20081124-0114803, said Register's Office. The notice required by T.C.A. §67-1-1433(b)(1) has been timely given such that the Property should not be subject to such lien or claim of lien. The Property, however, after this foreclosure sale, may be subject to the right of the State of Tennessee to redeem the Property as more fully set forth in T.C.A. §67-1-1433(c)(1).

The Trustee, in order to accomplish the most advantageous sale and consequent discharge of his 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, 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 Trustee may sell the Property first in whole and then in part, and ultimately consummate the sale in whichever manner produces the most advantageous result.

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 23rd day of January, 2009.

Brooks R. Smith, as Trustee, and not otherwise
1600 Division Street, Suite 700
Nashville, TN 37203
(615) 244-2582

BRADLEY ARANT BOULT CUMMINGS LLP

By: _____
Matthew B. Mattingly, Attorney for Trustee

INSERTION DATES: January 23, 2009, January 30, 2009 and February 6, 2009

2049241 v1
109599-011 1/16/2009

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT DIVISION
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

January 20, 2009

Mr. Brooks R. Smith
Bradley, Arant, Boult, Cummings, LLP
1600 Division Street, Suite 700
Nashville, TN 37203

Re: Foreclosure Sale of Property Owned by: **H Group, LLC**
Entity Number: **001 74-3203336/000**
Property Address: **320 Bournermouth Lane, Hermitage, TN, Lot No. 133**

Dear Mr. Smith:

This is in reference to your letter dated January 16, 2009 concerning a foreclosure sale of property owned by the above-captioned taxpayer(s).

Your letter **does** comply with the provisions of T.C.A. § 67-1-1401 et. seq., but if the sale produces more than the amount needed to satisfy the cost of the sale, the indebtedness indicated in your letter, and any other superior liens, the amount of surplus proceeds up to the amount of taxes, penalties and interest due the Department of Revenue must be remitted to the State of Tennessee. Excess proceeds, if any, should be sent to the attention of the Special Procedures Unit at P.O. box 190665 Nashville, TN 37219-0665. The amount of taxes, penalties and interest that is due as of **February 11, 2009** is **$21,918.57**. (*Please be advised that if the scheduled sale is cancelled or postponed for any reason, notice must be submitted in writing if the sale is to be continued).*

After the sale, (and within 15 days), please furnish me with **an accounting of the sale** (form enclosed), and I will release the State's tax lien on the property sold. If the sale is canceled, please advise this office with a brief explanation. I trust that this has answered your letter, but if not, please let me know.

Sincerely,

Donera Adcox, Account Tech I
Special Procedures Section
Revenue Enforcement Division

DA/enc
c: *file*