This instrument prepared by:
McGlinchey Stafford, PLLC
Attn: John T. Rouse
TN BPR 023861
Post Office Box 22949
Jackson, MS 39225-2949
(601) 960-3529

To the Register of Deeds of Davidson County
Tax Parcel No. #174/Parcel 0211.00

BILL GARRETT, Davidson County
Trans:T20090080442 DEEDTRS
Recvd: 11/30/09 09:54 20 pgs
Fees:103.00 Taxes:9620.00
20091130-0108903

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel No.:
	CIMS: 405-23-05	
CF Inver Grove III RE Holdco LLC	**Attn: Steve Carcone**	**#174/PARCEL 0211.00**
27777 INKSTER ROAD	**27777 INKSTER ROAD**	
FARMINGTON HILLS, MI 48334	**FARMINGTON HILLS, MI 48334**	

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 20th day of November, 2009, by John T. Rouse, Successor Trustee ("Successor Trustee").

WHEREAS, by *Deed of Trust* dated June 19, 2007 (the "Deed of Trust"), recorded as Instrument Number 20070629-0077797, in the Register's Office of Davidson County, Tennessee (the "Register's Office"), Jaime R. Vergara and Suheir Vergara, husband and wife the "Grantor"), conveyed to Joy Buck Gothard Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Chrysler Financial Services Americas LLC f/k/a DaimlerChrysler Financial Services Americas LLC (the "Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender appointed John T. Rouse to serve as Successor Trustee in place of Joy Buck Gothard, Trustee, by instrument of record as Instrument No. 20091001-0091001, Register's Office for Davidson County, Tennessee, in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The Tennessean* that the Property (defined below) would be sold on Friday, November 20, 2009, 11:00 a.m. central time, at the corner of Broadway and Sixth Avenue in front of the Davidson County Register of Deeds Office at The Sommet Center, 501 Broadway, Nashville, Tennessee

37203 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 16, 2009, October 23, 2009, October 30, 2009 and November 6, 2009 and is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Successor Trustee further mailed a copy of the Foreclosure Notice as required by applicable law. The Successor Trustee's Affidavit of Mailing is attached hereto as Exhibit "B" and incorporated herein by reference. Following the mailing and the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 11:00 a.m. central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to **CF Inver Grove III RE Holdco LLC** in response to its bid at the price of Two Million Six Hundred Thousand Dollars ($2,600,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, John T. Rouse, Successor Trustee as aforesaid, in consideration of the premises and the sum of $2,600,000.00, by these presents do transfer and convey unto CF Inver Grove III RE Holdco LLC, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Lot No. 2 on the Plan of The Crossings at Hickory Hollow Phase II, of record as Instrument No. 200007260073970, Office of the Register, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> BEING the same property conveyed to Jaime Vergara and wife, Suheir Vergara by Special Warranty Deed recorded as Instrument No. 20070629-0077796, in the Register's Office for Davidson County, Tennessee.

The street address of the Property is believed to be 5800 Crossings Blvd, Antioch, Tennessee 37013, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

The Property is improved property.

To have and to hold the Property in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an **AS IS, WHERE IS** condition, and without representation or warranty from Successor Trustee as to any

matter whatsoever, and by accepting this Successor Trustee's Trustee Deed, Grantee represents and warrants that it has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. Without limiting the foregoing, **SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS")**. Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting this Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Notice of State Tax Lien filed by the Tennessee Department of Revenue against Vergara Group, LLC, recorded as Instrument No. 20090317-0023668, in the Register's Office for Davidson County, Tennessee.

3. All matters shown on Plat(s) recorded in Book 7900, pages 39, 89, 114 and 229 and Book 9700, pages 511 and 512 with Surveyor's Certificate of Correction of Plat recorded in Book 10728, page 740, Plat Book 9700, pages 969 and 970 and as Instrument Nos. 20000726-0073970 and 20070620-0073436, all in the Register's Office for Davidson County, Tennessee.

4. Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow (formerly known as Hickory Downs), recorded in Book 7963, page 145 and re-recorded in Book 7966, pag 60, in the Register's Office for Davidson County, Tennessee.

   Said Declaration of Protective Covenants and Owners Association for Hickory Downs being subject to:

(a) Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow (formerly known as Hickory Downs), recorded in Book 8085, page 402, said Register's Office;

(b) Second Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow, recorded in Book 9730, page 957, said Register's Office;

(c) Supplemental Declaration of Protective Covenants recorded in Book 10722, page 95, said Register's Office; and

(d) Acknowledgment Regarding Supplemental Declaration of Protective Covenants recorded as Instrument No. 20000725-0073371, said Register's Office.

5. Declaration of Joint Access, Landscape and Utilities Easements recorded as Instrument No. 20000725-0073372 and re-recorded as Instrument No. 20000901-0075737, said Register's Office.

6. Grant of Easement for Drainage recorded in Book 10095, page 208, in the Registers Office for Davidson County, Tennessee.

7. Lack of direct ingress and egress to I-24, a controlled access highway, as conveyed to State of Tennessee, as of record in Book 2813, page 369 and Book 2813, page 385, said Register's Office.

8. Rights of tenants in possession under unrecorded leases(s).

9. Rights of parties in actual possession of all or any part of the Property.

10. Subject to the liens for any unpaid assessments and/or special assessments.

11. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the Property.

The notice required by T.C.A. § 67-1-1433 to be given to the Tennessee Department of Revenue with respect to the above-listed Notice of State Tax Lien was timely given and a response received. The Notice and Response are attached hereto as Exhibit "C." This conveyance will be subject to the right of the Department of Revenue to redeem the land as provided for in T.C.A. § 67-1-1433.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or

federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

JOHN T. ROUSE, SUCCESSOR TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Karen Margulies, a Notary Public of the State and County aforesaid, personally appeared John T. Rouse, 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 Successor Trustee, and that he as such Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 20 day of November, 2009.

KAREN MARGULIES STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public
My commission expires: 7·8·13

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is Two Million Six Hundred Thousand Dollars ($2,600,000.00).

Affiant

Subscribed and sworn to before me
this the 20 day of November, 2009.

Notary Public
My commission expires: 7·8·13

KAREN MARGULIES STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

0101194497

Affidavit of Publications

Newspaper: THE TENNESSEAN / DAVIDSON

State Of Tennessee

TEAR SHEET ATTACHED

Advertiser: MCGLINCHEY STAFFORD PLLC

RE: Jaime R. Vergara

I, J. Keith **Sales Assistant** for the above mentioned newspaper, hereby certify that the attached advertisement appeared in said newspaper on the following dates:

10/16/2009 10/23/2009 10/30/2009 11/6/2009

J. Keith

2009

Subscribed and sworn to me this 18 day of November,

Eric Donkowski

NOTARY PUBLIC

ERIC DONKOWSKI STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

EXHIBIT A

Services, Inc., as Substitute Trustee by instrument filed for record in the Register's Office of Davidson County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Owner and Holder, and that the undersigned, Nationwide Trustee Services, Inc., Substitute Trustee, or his duly appointed attorneys or agents, by virtue of the power and authority vested in him, will on Thursday, November 12, 2009, commencing at 12:00 PM at the corner of Fifth and Broadway at the Main Entrance to the Sommet Center F/K/A Gaylord Entertainment Center of the Davidson County Courthouse, Nashville, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 145 on the Plan of Abbington Park, Phase One, Section Five, a Planned Unit Development, as of record in Instrument No. 20060113-0005368, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

PROPERTY ADDRESS: 4612 Irving Lane, Nashville, TN 37214

CURRENT OWNER(S): Susana Arbilo and Antonio Arbilo

The sale of the above-described property shall be subject to all matters shown on any recorded plan; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and any matter that an accurate survey of the premises might disclose.

SUBORDINATE LIENHOLDERS: Mortgage Electronic Registration Systems, Inc. acting solely as nominee for American Mortgage Express Corporation

OTHER INTERESTED PARTIES: N/A

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

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

Nationwide Trustee Services, Inc., Substitute Trustee
c/o rsk
Nationwide Trustee Services, Inc.
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (ext.)
File No.: 432.0934814TN
Web Site: www.msplaw.com
Insertion Dates: 10/16/09, 10/23/09, 10/30/09

0101194442

SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default having been made in the payment of the debts and obligations secured to be paid by that certain Deed of Trust executed on October 6, 2004, by Damaris E. Barahona to Robert M. Wilson, Jr., Trustee, as same appears of record in the Register's Office of Davidson County, Tennessee, under Instrument 200610230130755, ("Deed of Trust"); and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP; and

WHEREAS, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP, the current owner and holder of said Deed of Trust, (the "Owner and Holder"), appointed the undersigned, Nationwide Trustee Services, Inc., as Substitute Trustee by instrument filed for record in the Register's Office of Davidson County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Owner and Holder, and that the undersigned, Nationwide Trustee Services, Inc., Substitute Trustee, or his duly appointed attorneys or agents, by virtue of the power and authority vested in him, will on Thursday, November 12, 2009, commencing at 12:00 PM at the corner of Fifth and Broadway at the Main Entrance to the Sommet Center F/K/A Gaylord Entertainment Center of the Davidson County Courthouse, Nashville, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 29 on the Final Plat, Highlands of Chelsea Village, Section One, of record in Instrument No. 20040309-0026802 Register's Office for said County to which references is hereby made for a more complete description. Being the same property conveyed to Damaris E. Barahona, an unmarried person, dated 08/26/04, by Warranty Deed from Greenvale Construction, LLC. and filed for record on 08/31/04, in Instrument Number 20040831-0105244, in the Register's Office for Davidson County, Tennessee.

PROPERTY ADDRESS: 3020 Split Oak Trail, Antioch, TN 37013

CURRENT OWNER(S): Damaris E. Barahona

The sale of the above-described property shall be subject to all matters shown on any recorded plan; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and any matter that an accurate survey of the premises might disclose.

SUBORDINATE LIENHOLDERS: N/A

OTHER INTERESTED PARTIES: N/A

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

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

Nationwide Trustee Services, Inc., Substitute Trustee
c/o LDWatts
Nationwide Trustee Services, Inc.
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (ext.)
File No.: 432.0934623TN
Web Site: www.msplaw.com
Insertion Dates: 10/16/2009, 10/23/2009, 10/30/2009

Ad. No. 0101194446

SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default having been made in the payment of the debts and obligations secured to be paid by that certain Deed of Trust executed on April 23, 2007, by Patrick Webb and Brittany Webb to Robert M. Wilson, Jr., Attorney, Trustee, as same appears of record in the Register's Office of Davidson County, Tennessee, under Instrument 200704250049141, ("Deed of Trust"); and

WHEREAS, BAC HOME LOANS SERVICING, LP FKACOUNTRYWIDE HOME LOANS SERVICING LP, the current owner and holder of said Deed of Trust, (the "Owner and Holder"), appointed the undersigned, Nationwide Trustee Services, Inc., as Substitute Trustee by instrument filed for record in the Register's Office of Davidson County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Owner and Holder, and that the undersigned, Nationwide Trustee Services, Inc., Substitute Trustee, or his duly appointed attorneys or agents, by virtue of the power and authority vested in him, will on Thursday, November 12, 2009, commencing at 12:00 PM at the corner of Fifth and Broadway at the Main Entrance to the Sommet Center F/K/A Gaylord Entertainment Center of the Davidson County Courthouse, Nashville, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 47 on the Map of Rosebank Park, as of record in Book 1835, page 26, Register's Office for said County, and described as follows: Beginning at a point in the Northwesterly margin of Salon Drive at the common corner of Lots Nos. 47 and 46; thence with the line between said lots, Northwesterly 224.1 feet to a point in the Easterly line of Lot no. 77; thence with the line between Lots 47 and 77, Northerly 88.7 feet to a point in the Southerly line of Lot 119; thence with the line between Lots 47 and 119, Southeasterly 124 feet to a concrete monument; thence South 3 deg. 28 min. West 160.6 feet to a concrete monument in the Northwesterly margin of Salon Drive; thence with the margin of the same; Southwesterly 40.2 feet to the beginning. Being the same property conveyed to Patrick Webb and Brittany Webb, husband and Wife, by deed from Aealis L. Whitaker, unmarried, of record as Instrument No. 20061205-0150324, dated December 4, 2006, said Register's Office

PROPERTY ADDRESS: 2512 Salon Drive, Nashville, TN 37206

CURRENT OWNER(S): Patrick Webb and Brittany Webb

The sale of the above-described property shall be subject to all matters shown on any recorded plan; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and any matter that an accurate survey of the premises might disclose.

SUBORDINATE LIENHOLDERS: N/A

OTHER INTERESTED PARTIES: N/A

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

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

Nationwide Trustee Services, Inc., Substitute Trustee
c/o rsk
Nationwide Trustee Services, Inc.
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (ext.)
File No.: 432.0934539TN
Web Site: www.msplaw.com
Insertion Dates: 10/16/09, 10/23/09, 10/30/09

Ad. No. 0101194448

SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default having been made in the payment of the debts and obligations secured to be paid by that certain Deed of Trust executed on September 25, 2006, by Shannon Tomlin Rigsby to CTC Real Estate Services, Trustee, as same appears of record in the Register's Office of Davidson County, Tennessee, under Instrument 200610100125885, ("Deed of Trust"); and

WHEREAS, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, the current owner and holder of said Deed of Trust, (the "Owner and Holder"), appointed the undersigned, Nationwide Trustee Services, Inc., as Substitute Trustee by instrument filed for record in the Register's Office of Davidson County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Owner and Holder, and that the undersigned, Nationwide Trustee Services, Inc., Substitute Trustee, or his duly appointed attorneys or agents, by virtue of the power and authority vested in him, will on Thursday, November 12, 2009, commencing at 12:00 PM at the corner of Fifth and Broadway at the Main Entrance to the Sommet Center F/K/A Gaylord Entertainment Center of the Davidson County Courthouse, Nashville, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Davidson County, Tennessee, to wit.

The following described tract of Land Being part of Block No. 5 on the map of Hamilton's Subdivision, of record in Minute Book L, page 97 county court of Davidson Court, Tennessee. Being Lot No. 9 on the unrecorded Subdivision of Block No. 5, according to a survey made by B.R. Southgage Surveyor, July 1945. Said Lot No. 9 fronts 50 feet on the northerly side of Hamilton Street and runs back between parallel lines, parallel with a 150 feet west of the Westerly margin of Pillow Street, 167-1/2 feet to an alley. Being the same property conveyed from Morris W. Tomlin (Deceased) to Shannon Tomlin Rigsby by deed recorded 5/2/06, Instrument # 20060502-0050508 in the Register's Office of Davidson County, Tennessee. Address: 536 Hamilton; Nashville, TN 37203 Tax Map or Parcel ID No. 105078219.

PROPERTY ADDRESS: 536 Hamilton Avenue, Nashville, TN 37203

CURRENT OWNER(S): Shannon Tomlin Rigsby

The sale of the above-described property shall be subject to all matters shown on any recorded plan; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and any matter that an accurate survey of the premises might disclose.

SUBORDINATE LIENHOLDERS: Mortgage Electronic Registration Systems, Inc. acting solely as nominee for America's Wholesale Lender

OTHER INTERESTED PARTIES: N/A

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

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

Nationwide Trustee Services, Inc., Substitute Trustee
c/o rsk
Nationwide Trustee Services, Inc.
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (ext.)
File No.: 432.0934622TN
Web Site: www.msplaw.com
Insertion Dates: 10/16/09, 10/23/09, 10/30/09

Ad. No. 0101194453

SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default having been made in the payment of the debts and obligations secured to be paid by that certain Deed of Trust executed on November 15, 2002, by Carol R. Rodgers and William D. Rodgers to Arnold M. Weiss, Attorney, Trustee, as same appears of record in the Register's Office of Davidson County, Tennessee, under Instrument 200211200144970, ("Deed of Trust"); and

WHEREAS, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, the current owner and holder of said Deed of Trust, (the "Owner and Holder"), appointed the undersigned, Nationwide Trustee Services, Inc., as Substitute Trustee by instrument filed for record in the Register's Office of Davidson County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Owner and Holder, and that the undersigned, Nationwide Trustee Services, Inc., Substitute Trustee, or his duly appointed attorneys or agents, by virtue of the power and authority vested in him, will on Thursday, November 12, 2009, commencing at 12:00 PM at the corner of Fifth and Broadway at the Main Entrance to the Sommet Center F/K/A Gaylord Entertainment Center of the Davidson County Courthouse, Nashville, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Davidson County, Tennessee, to wit:

Being Lot No. 165 on the Plan of Villages of Brentwood, Phase Two, as shown of record in Plat Book 6250, Page 169, Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description. Being the same property conveyed to William D. Rodgers, Sr. and wife, Carol R. Rodgers by Warranty Deed filed for record as Instrument No. 200805260043941, Register's Office of Davidson County, Tennessee.

PROPERTY ADDRESS: 5126 Village Trace, Nashville, TN 37211

CURRENT OWNER(S): Carol R. Rodgers and William D. Rodgers

The sale of the above-described property shall be subject to all matters shown on any recorded plan; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and any matter that an accurate survey of the premises might disclose.

SUBORDINATE LIENHOLDERS: N/A

OTHER INTERESTED PARTIES: N/A

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

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

Nationwide Trustee Services, Inc., Substitute Trustee
c/o rsk
Nationwide Trustee Services, Inc.
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (ext.)
File No.: 432.0934614TN
Web Site: www.msplaw.com
Insertion Dates: 10/16/09, 10/23/09, 10/30/09

Ad No. 0101194494

SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default having been made in the payment of the debts and obligations secured to be paid by that certain Deed of Trust executed on April 25, 2007, by Ivette R Ramos and Sergio T Butron to Larry A. Weissman, Trustee, as same appears of record in the Register's Office of Davidson County, Tennessee, under Instrument 200705030053479, ("Deed of Trust"); and

WHEREAS, SunTrust Mortgage, Inc., the current owner and holder of said Deed of Trust, (the "Owner and Holder"), appointed the undersigned, Nationwide Trustee Services, Inc., as Substitute Trustee by instrument filed for record in the Register's Office of Davidson County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Owner and Holder, and that the undersigned, Nationwide Trustee Services, Inc., Substitute Trustee, or his duly appointed attorneys or agents, by virtue of the power and authority vested in him, will on Thursday, November 12, 2009, commencing at 12:00 PM at the corner of Fifth and Broadway at the Main Entrance to the Sommet Center F/K/A Gaylord Entertainment Center of the Davidson County Courthouse, Nashville, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Davidson County, Tennessee, to wit:

A certain tract or parcel of land described as follows, to-wit, Land in Davidson County, Tennessee, being Lot No. 799 on the plan of Charlotte Park, Section 22, of record in Book 3788, page 67 and 68, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description. Being the same property conveyed to Ivette R. Ramos, by Special Warranty Deed from Fifth Third Investment company, dated July 30, 2002, and recorded August 7, 2002, as Instrument No. 20020807-0095058, Register's Office for Davidson County, Tennessee.

PROPERTY ADDRESS: 6536 Mercomatic Court, Nashville, TN 37209

CURRENT OWNER(S): Ivette R Ramos and Sergio T Butron

The sale of the above-described property shall be subject to all matters shown on any recorded plan; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and any matter that an accurate survey of the premises might disclose.

SUBORDINATE LIENHOLDERS: N/A

OTHER INTERESTED PARTIES: N/A

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

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

Nationwide Trustee Services, Inc., Substitute Trustee
c/o LDWatts
Nationwide Trustee Services, Inc.
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (ext.)
File No.: 221.0934967TN
Web Site: www.msplaw.com
Insertion Dates: 10/16/2009, 10/23/2009, 10/30/2009

Ad. No. 0101194497

NOTICE OF FORECLOSURE

WHEREAS, Jaime R. Vergara and Suheir Vergara, husband and wife ("Grantors"), by that certain Deed of Trust dated June 19, 2007, being of record as Instrument No. 20070629-0077797, in the Register's Office of Davidson County, Tennessee (the "Register's Office"), (the "Deed of Trust"), conveyed to Ivy Buck Gothard, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Chrysler Financial Services Americas LLC f/k/a DaimlerChrysler Financial Services Americas LLC (the "Lender"); and

WHEREAS, default has occurred by Grantor's failure to comply with the terms and conditions of the Deed of Trust, and the Indebtedness has been declared due and payable as provided in the Deed of Trust, and the Indebtedness has not been paid; and

WHEREAS, Lender, the owner and holder of the Indebtedness, has demanded that the Property be advertised and sold in satisfaction of the Indebtedness and the costs of foreclosure, in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, John T. Rouse (the "Successor Trustee"), has been duly appointed as Successor Trustee in the place and stead of Ivy Buck Gothard, Trustee, by appointment recorded as Instrument No. 20091001-0093901, Davidson County Register's Office.

NOW, THEREFORE, notice is hereby given that I, John T. Rouse, Successor Trustee, pursuant to the power, duty and authority vested in and imposed upon me in the Deed of Trust, will on Friday, November 20, 2009, 11:00 a.m. central time, at the corner of Broadway and Sixth Avenue in front of the Davidson County Register of Deeds Office at The Sommet Center, 501 Broadway, Nashville, Tennessee 37203, will, in the manner further described herein, offer the Property, as such term is hereafter defined, for sale to the highest bidder for cash, and free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, all of which are expressly waived in the Deed of Trust. The term "Property" as used herein shall mean all of Grantor's right, title and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the Property, including without limitation all minerals, oil, gas, geothermal and similar matters situated in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Lot No. 2 on the Plan of The Crossings at Hickory Hollow Phase II, of record as Instrument No. 200007260073970, Office of the Register, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to Jaime Vergara and wife, Suheir Vergara by Special Warranty Deed recorded as Instrument No. 20070629-0077796, in the Register's Office for Davidson County, Tennessee.

The street address of the Property is believed to be 5800 Crossings Blvd, Antioch, Tennessee 37013, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

A review of the records at the Register's Office of Davidson County, Tennessee disclosed that the Property may be subject to certain matters set forth below and that the persons named below may be interested parties, along with the persons named in the first paragraph of this Notice of Foreclosure:

1. Any and all unpaid ad valorem taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.
2. Notice of State Tax Lien filed by the Tennessee Department of Revenue against Vergara Group, LLC, recorded as Instrument No. 20090317-0023668, in the Register's Office for Davidson County, Tennessee.
3. All matters shown on Plat(s) recorded in Book 7900, pages 39, 89, 114 and 129 and Book 9700, pages 511 and 512 with Surveyor's Certificate of Correction of Plat recorded in Book 10728, page 740, Plat Book 9700, pages 969 and 970 and as Instrument Nos. 20000726-0073970 and 20070620-0073436, all in the Register's Office for Davidson County, Tennessee.
4. Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow (formerly known as Hickory Downs), recorded in Book 7963, page 145 and re-recorded in Book 7966, pag 60, in the Register's Office for Davidson County, Tennessee.

Said Declaration of Protective Covenants and Owners Association for Hickory Downs being subject to:

(a) Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow (formerly Known as Hickory Downs), recorded in Book 8085, page 402, said Register's Office;
(b) Second Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow, recorded in Book 9730, page 957, said Register's Office;
(c) Supplemental Declaration of Protective Covenants recorded in Book 10722, page 95, said Register's Office; and
(d) Acknowledgment Regarding Supplemental Declaration of Protective Covenants recorded as Instrument No. 20000725-0073371, said Register's Office.

5. Declaration of Joint Access, Landscape and Utilities Easements recorded as Instrument No. 20000725-0073372 and re-recorded as Instrument No. 20000901-0087517, said Register's Office.
6. Grant of Easement for Drainage recorded in Book 10095, page 208, in the Registers Office for Davidson County, Tennessee.
7. Lack of direct ingress and egress to I-24, a controlled access highway, as conveyed to State of Tennessee, as of record in Book 2813, page 369 and Book 2813, page 385, said Register's Office
8. Rights of tenants in possession under unrecorded lease(s).
9. Rights of parties in actual possession of all or any part of the Property.
10. Subject to the liens for any unpaid assessments and/or special assessments.
11. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the Property

The foregoing matters may or may not take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, the sale will be subject to them, and to the extent such matters do not take priority over the Deed of Trust under applicable law, the Property will not remain subject to them after the sale.

The sale will also be subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, and any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and matters that take priority over the Deed of Trust which an accurate survey of the Property might disclose. The notice required by T.C.A. § 67-1-1433 to be given to the Tennessee Department of Revenue with respect to the above-listed Notice of State Tax Lien has been timely given; the foreclosure sale will be subject to the right of the Department of Revenue to redeem the land as provided for in T.C.A. § 67-1-1433.

The Property is to be sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. Successor Trustee will make no covenant of seisin or warranty of title, express or implied, and will sell and convey his interest in the Property by Successor Trustee's Deed as Successor Trustee only.

The right is reserved to adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above, to sell the Property with or without division if the Property consists of more than one parcel, and to sell to the second highest bidder in the event the highest bidder does not comply with the terms of the sale.

This 9th day of October, 2009.

/s/ John T. Rouse
John T. Rouse, Successor Trustee
McGlinchey Stafford, PLLC
Post Office Box 22949
Jackson, MS 39225-2949
(601) 960-3529

PUBLICATION DATES:
OCTOBER 16, 2009
OCTOBER 23, 2009
OCTOBER 30, 2009
NOVEMBER 6, 2009

Ad. No. 0101194564

NOTICE OF TRUSTEE'S SALE

Default having been made in the payment of an indebtedness described in and secured by that certain Deed of Trust executed by SOUTHERN HOME BUILDERS, LLC, to Hugh M. Queener, Trustee, recorded in Instrument No. 20071130-0139184 of record in the Register's Office of Davidson County, Tennessee, and Pinnacle National Bank, the holder of said indebtedness having declared the entire unpaid balance immediately due and payable, and said Note not having been paid, and said holder having directed him so to do.

NOTICE IS HEREBY GIVEN, that he will on TUESDAY, NOVEMBER 10, 2009, at or about the hour of 1:00 P.M. outside the door of the Davidson County Register of Deeds located at the Sommet Center, 501 Broadway, Nashville, Tennessee, SELL to the highest and best bidder for cash and free from all right of homestead exemption and equitable and statutory redemption of the following described parcel of real estate situated Davidson County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot Nos. 50, 51, 52, 53, 54 and 55, on the Plan of Carothers Crossing, Phase 2, Section 1 Lots 21-61, as of record in Instrument No. 20070807-0093924, Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for more complete description.

These properties have addresses of 2027 Oak Trail Drive, Nolensville, Tennessee 37135 (Lot 50) 2019 Oak Trail Drive, Nolensville, Tennessee 37135 (Lot 51) 2021 Oak Trail Drive, Nolensville, Tennessee 37135 (Lot 52) 2023 Oak Trail Drive, Nolensville, Tennessee 37135 (Lot 53) 2025 Oak Trail Drive, Nolensville, Tennessee 37135 (Lot 54) 2017 Oak Trail Drive, Nolensville, Tennessee 37135 (Lot 55)

Said sale will be made for the purpose of satisfying said indebtedness, and the undersigned Trustee will deliver to the Purchaser a Trustee's Deed conveying said property without any covenant or warranty expressed or implied but subject to all unpaid taxes and any liens which take priority as a matter of law.

The Trustee at his sole discretion may at the time and place appointed for this sale in order to accomplish the most advantageous sale and consequent discharge of his trust obligation under the circumstances by oral announcement elect to adjourn the sale during regular business hours on the same day or on a different day, but at the same place, so long as no potential purchaser is thereby precluded from placing a bid.

The failure of any high bidder to pay the purchase price and close the sale shall, at the option of the Trustee, be cause for rejection of the bid, and, if the bid is rejected, the Trustee shall have the option of making the sale to the next highest bidder who is ready, willing, and able to comply with the terms thereof. The proceeds derived from the sale of the property will be applied as provided for in said Deed of Trust.

INTERESTED PARTIES: Southern Home Builders, LLC
Precision Plumbing, Inc.
Hemley Supply, Inc.
C.W. Stewart Lumber Company dba Stewart Builders Supply
Cumberland Materials, Inc.
Kence Distributors, Inc.
Nashville Fireplace Distributors, Inc.
Source 1 Cabinets, Inc.
Union Station Brick & Materials Company
Summerfield Homeowners' Association, Inc.

Hugh M. Queener, Trustee
George H. White, Attorney
107 West College Street
Murfreesboro, TN 37130
(615) 893-4392
Publish: October 16, October 23, and October 30, 2009
Davidson A.M. - The Tennessean
Date of Sale: November 10, 2009 at 1:00 p.m.

Ad. No. 0101194593

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust dated November 18, 2005, executed by Pamela G. Traughber, conveying certain real property therein described to Arnold M Weiss, Attorney, as Trustee, as same appears of record in the Register's Office of Davidson County, Tennessee recorded on November 22, 2005 at Book/Instrument No. Instrument Number. Page 20051122-0141081; and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP who is now the owner of said debt; and

WHEREAS, the undersigned, Everett L. Hixson, Jr., having been appointed by as Substitute Trustee by instrument to be filed for record in the Register's Office of Davidson County, Tennessee.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable, and that the undersigned, Everett L. Hixson, Jr., as Substitute Trustee or his duly appointed agent, by virtue of the power, duty and authority vested and imposed upon said Substitute Trustee will, on November 13, 2009 at 11:00 AM at the DAVIDSON County courthouse door where the foreclosure sales are customarily held at the DAVIDSON Courthouse, located in Nashville, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Davidson County, Tennessee, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 95 ON THE PLAN OF LARCHWOOD, PHASE ONE-D, SECTION FOUR, OF RECORD IN BOOK 8250, PAGE 998, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A COMPLETE AND ACCURATE DESCRIPTION THEREOF.

BEING THE SAME PROPERTY CONVEYED TO PAMELA G. TRAUGHBER, UNMARRIED BY DEED FROM MERLENE MERRYMAN, UNMARRIED, OF RECORD AS INSTRUMENT NO. 20051122-0141080 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

PROPERTY ADDRESS: The street address of the property is believed to be 135 Lakebrink Drive, Nashville, TN 37214. In the event of any discrepancy between this street address and the legal description of the property, the legal description shall control.

CURRENT OWNER(S): Pamela G. Traughber

OTHER INTERESTED PARTIES: Larchwood Townhome Association, Inc.

The sale of the above-described property shall be subject to all matters shown on any recorded plat; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. This property is being sold with the express reservation that it is subject to confirmation by the lender or Substitute Trustee. This sale may be rescinded at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee. The Property is sold as is, where is, without representations or warranties of any kind, including fitness for a particular use or purpose.

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Everett L. Hixson, Jr., Substitute Trustee
Rubin Lublin Suarez Serrano, LLC
One Park Place, Suite 150
6148 Lee Highway
Chattanooga, TN 37421
WWW.RUBINLUBLIN.COM/PROPERTY-LISTINGS.PHP
Tel: (888) 890-5309
Fax: (423) 296-1882
Insertion Dates: Oct. 16, 23, 30, 2009

Ad. No. 0101194869

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust dated June 30, 2004, executed by Decorey Dalton and Melinda Dalton, conveying certain real property therein described to Arnold M. Weiss, Attorney, as Trustee, as same appears of record in the Register's Office of Davidson County, Tennessee recorded on July 8, 2004 at Instrument Number 20040708-0081144; and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to The

AFFIDAVIT OF MAILING

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John T. Rouse, who, upon being first duly sworn by me, states on oath as follows:

I, John T. Rouse, Successor Trustee, do state that on the 9th day of October, 2009, I caused the Successor Trustee's Notice of Foreclosure of the property covered by that certain Deed of Trust executed by Jaime R. Vergara and Suheir Vergara, husband and wife, to Joy Buck Gothard, Trustee, for the benefit of Chrysler Financial Services Americas LLC f/k/a DaimlerChrysler Financial Services Americas LLC, which is recorded as Instrument No. 20070629-0077797, in the Register's Office of Davidson County, Tennessee, to be mailed to all interested parties appearing in the land records in the chain of title of the property covered by the Deed of Trust. A copy of said October 9, 2009 correspondence and attachments is attached hereto as Exhibit "A" and incorporation herein by reference.

WITNESS MY SIGNATURE on this the ___ day of November, 2009.

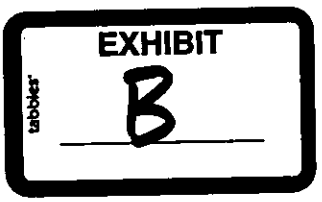
_____

SWORN TO AND SUBSCRIBED before me, this the ____ day of November, 2009.

_____
NOTARY PUBLIC

My Commission Expires:

_____



JOHN T. ROUSE
(601) 960-3529
Fax (601) 960-8431
jrouse@mcglinchey.com

October 9, 2009

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Notice of Foreclosure for 5800 Crossings Blvd, Antioch, Tennessee 37013 / Jaime R. Vergara and Suheir Vergara, husband and wife

To the Persons on the Attached Mailing List:

Enclosed you will find a Notice of Foreclosure under which John T. Rouse, as Successor Trustee, intends to foreclose on certain property securing indebtedness to Chrysler Financial Services Americas LLC f/k/a DaimlerChrysler Financial Services Americas LLC ("Lender"), as more fully described in the enclosed Notice of Foreclosure. The foreclosure, scheduled for Friday, November 20, 2009 at 11:00 a.m. at the corner of Broadway and Sixth Avenue in front of the Davidson County Register of Deeds Office at The Sommet Center, 501 Broadway, Nashville, Tennessee 37203, will extinguish any interest in the Property (as defined in the Notice of Foreclosure) junior to the Deed of Trust (as defined in the Notice of Foreclosure).

The borrower, Mr. Jaime Vergara, filed for protection under Chapter 11 of the Bankruptcy Code in the United States District Court for the Middle District of Florida, Orlando Division, Case Number 6:09-bk-02751-KSJ, on March 9, 2009, which bankruptcy filing constituted an Event of Default under Section 5.1(d) of the Lender's Deed of Trust.

Pursuant to an Order from the Bankruptcy Court dated August 12, 2009, the Lender sought and obtained authority to foreclose on the real property described above.

The co-borrower, Mrs. Suheir Vergara, is in default by reason of her failure to make the regular monthly payment due on December 1, 2008, and all monthly payments owed thereafter. The last payment received by the Lender was made on December 3, 2008, which was used to pay the regular monthly payment owed on the Loan for November 1, 2008. The failure to pay the amounts owed under the Loan constitutes an Event of Default under Section 5.1(a) of the Deed of Trust.

Your interests may be affected by the foreclosure of the Property. Any obligors on the indebtedness secured by the Property will continue to be liable for the balance of the indebtedness, if any, remaining after the foreclosure.



The amount of the debt under the Note as of September 21, 2009 is $5,085,150.78. This amount is made up of the principal balance plus interest and any other charges that have accrued under the Note. The per diem or daily rate of interest for every day after September 21, 2009 is $1,066.45.

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day it is paid may be greater. Hence, if the amount shown above is paid, an adjustment may be necessary after we receive the payment check. In such instance we reserve the right to deposit the payment check and to then seek the remainder of the adjusted balance. If an updated balance is desired before payment is made, please contact me to obtain one before making the payment. **This is an attempt to collect a debt. This firm is a debt collector. Any information obtained will be used for that purpose.**

If you have any questions regarding this letter, please contact the undersigned.

Yours truly,

MCGLINCHEY STAFFORD, PLLC

John T. Rouse

Enclosure As Stated

cc: Steve Carcone, Chrysler Financial

244611.2

MAILING LIST

Current Tenant 5800 Crossings Blvd Antioch, TN 37013	Joy Buck Gothard 190 South Lowe Ave. Cookeville, TN 38501	Mrs. Suheir Vergara 8747 Crestgage Circle Orlando, Florida 32819
Daniel H. Rader IV Moore, Rader, Clift and Fitzpatrick, P.C. 46 North Jefferson Avenue Cookeville, TN 38501	Tennessee Department of Revenue Revenue Enforcement Division Special Procedures Section ATTN: Donera Adcox Post Office Box 190665 Nashville, TN 37219-0665	Charlie Cardwell Davidson County Trustee 800 2nd Avenue North Nashville, TN 37201
Mr. Scott R. Fransen Chapter 7 Trustee PO Box 536696 Orlando, FL 32853	Vergara Group, LLC C/O National Registered Agents Inc. 2300 Hillsboro Road, Suite 305 Nashville, TN 37212	Rocky Hendrickson 2431 Gallatin Road North Madison, TN 37115
Ronald B. Buchanan, Esq. 103 Hazel Path Court, Suite 1 Hendersonville, TN 37075	Arthur Munoz 5207 Linbar Drive, Suite 712 Nashville, TN 37211	Dennis L Manes, Esq. 2900 Carew Tower, 441 Vine St Cincinnati, Ohio 45202
Waterford Crossings, G.P. Hanover G.P., Inc. 5847 San Felipe, Suite 3600 Houston, TX 77058	Hickory Downs Development, Inc. C/O Marcus B. Bergh, Jr., Registered Agent American General Ctr Nashville, TN 37250	Hickory Hollow, Limited C/O Elliott Warren Jones, Registered Agent Jones & Chumley, PC 511 Union Street #900 Nashville, TN 37219

NOTICE OF FORECLOSURE

WHEREAS, Jaime R. Vergara and Suheir Vergara, husband and wife ("Grantors"), by that certain *Deed of Trust* dated June 19, 2007, being of record as Instrument No. 20070629-0077797, in the Register's Office of Davidson County, Tennessee (the "Register's Office"), (the "Deed of Trust"), conveyed to Joy Buck Gothard, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Chrysler Financial Services Americas LLC f/k/a DaimlerChrysler Financial Services Americas LLC (the "Lender"); and

WHEREAS, default has occurred by Grantor's failure to comply with the terms and conditions of the Deed of Trust, and the Indebtedness has been declared due and payable as provided in the Deed of Trust, and the Indebtedness has not been paid; and

WHEREAS, Lender, the owner and holder of the Indebtedness, has demanded that the Property be advertised and sold in satisfaction of the Indebtedness and the costs of foreclosure, in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, John T. Rouse (the "Successor Trustee"), has been duly appointed as Successor Trustee in the place and stead of Joy Buck Gothard, Trustee, by appointment recorded as Instrument No. 20091001-0091001, Davidson County, Register's Office.

NOW, THEREFORE, notice is hereby given that I, John T. Rouse, Successor Trustee, pursuant to the power, duty and authority vested in and imposed upon me in the Deed of Trust, will **on Friday, November 20, 2009, 11:00 a.m. central time**, at the corner of Broadway and Sixth Avenue in front of the Davidson County Register of Deeds Office at The Sommet Center, 501 Broadway, Nashville, Tennessee 37203, will, in the manner further described herein, offer the Property, as such term is hereafter defined, for sale to the highest bidder for cash, and free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, all of which are expressly waived in the Deed of Trust. The term "Property" as used herein shall mean all of Grantor's right, title and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the Property, including without limitation all minerals, oil, gas, geothermal and similar matters situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Lot No. 2 on the Plan of The Crossings at Hickory Hollow Phase II, of record as Instrument No. 200007260073970, Office of the Register, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> BEING the same property conveyed to Jaime Vergara and wife, Suheir Vergara by Special Warranty Deed recorded as Instrument No. 20070629-0077796, in the Register's Office for Davidson County, Tennessee.

The street address of the Property is believed to be 5800 Crossings Blvd, Antioch, Tennessee 37013, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

A review of the records at the Register's Office of Davidson County, Tennessee disclosed that the Property may be subject to certain matters set forth below and that the persons named below may be interested parties, along with the persons named in the first paragraph of this Notice of Foreclosure:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Notice of State Tax Lien filed by the Tennessee Department of Revenue against Vergara Group, LLC, recorded as Instrument No. 20090317-0023668, in the Register's Office for Davidson County, Tennessee.

3. All matters shown on Plat(s) recorded in Book 7900, pages 39, 89, 114 and 229 and Book 9700, pages 511 and 512 with Surveyor's Certificate of Correction of Plat recorded in Book 10728, page 740, Plat Book 9700, pages 969 and 970 and as Instrument Nos. 20000726-0073970 and 20070620-0073436, all in the Register's Office for Davidson County, Tennessee.

4. Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow (formerly known as Hickory Downs), recorded in Book 7963, page 145 and re-recorded in Book 7966, pag 60, in the Register's Office for Davidson County, Tennessee.

   Said Declaration of Protective Covenants and Owners Association for Hickory Downs being subject to:

   (a) Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow (formerly known as Hickory Downs), recorded in Book 8085, page 402, said Register's Office;
   (b) Second Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow, recorded in Book 9730, page 957, said Register's Office;
   (c) Supplemental Declaration of Protective Covenants recorded in Book 10722, page 95, said Register's Office; and
   (d) Acknowledgment Regarding Supplemental Declaration of Protective Covenants recorded as Instrument No. 20000725-0073371, said Register's Office.

5. Declaration of Joint Access, Landscape and Utilities Easements recorded as Instrument No. 20000725-0073372 and re-recorded as Instrument No. 20000901-0075737, said Register's Office.

6. Grant of Easement for Drainage recorded in Book 10095, page 208, in the Registers Office for Davidson County, Tennessee.

7. Lack of direct ingress and egress to I-24, a controlled access highway, as conveyed to State of Tennessee, as of record in Book 2813, page 369 and Book 2813, page 385, said Register's Office.

8. Rights of tenants in possession under unrecorded leases(s).

9. Rights of parties in actual possession of all or any part of the Property.

10. Subject to the liens for any unpaid assessments and/or special assessments.

11. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the Property.

The foregoing matters may or may not take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, the sale will be subject to them, and to the extent such matters do not take priority over the Deed of Trust under applicable law, the Property will not remain subject to them after the sale.

The sale will also be subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, and any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and matters that take priority over the Deed of Trust which an accurate survey of the Property might disclose. The notice required by T.C.A.

§ 67-1-1433 to be given to the Tennessee Department of Revenue with respect to the above-listed Notice of State Tax Lien has been timely given; the foreclosure sale will be subject to the right of the Department of Revenue to redeem the land as provided for in T.C.A. § 67-1-1433.

The Property is to be sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, **THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.** Successor Trustee will make no covenant of seisin or warranty of title, express or implied, and will sell and convey his interest in the Property by Successor Trustee's Deed as Successor Trustee only.

The right is reserved to adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above, to sell the Property with or without division if the Property consists of more than one parcel, and to sell to the second highest bidder in the event the highest bidder does not comply with the terms of the sale.

This 9th day of October, 2009.

/s/ John T. Rouse
John T. Rouse, Successor Trustee
McGlinchey Stafford, PLLC
Post Office Box 22949
Jackson, MS 39225-2949
(601) 960-3529

PUBLICATION DATES:
OCTOBER 16, 2009
OCTOBER 23, 2009
OCTOBER 30, 2009
NOVEMBER 6, 2009

McGLINCHEY STAFFORD PLLC

ATTORNEYS AT LAW

LOUISIANA MISSISSIPPI NEW YORK OHIO TEXAS

JOHN T. ROUSE
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October 13, 2009

HAND DELIVERED

Tennessee Department of Revenue
Revenue Enforcement Division
Special Procedures Section
ATTN: Donera Adcox
Post Office Box 190665
Nashville, TN 37219-0665

RE: T.C.A. § 67-1-1401 Notice of Sale
Jaime Vergara and wife Suheir Vergara

Dear Mr. Adcox:

This firm represents Chrysler Financial Services Americas LLC f/k/a DaimlerChrysler Financial Services Americas LLC ("Chrysler Financial"), which holds a Deed of Trust dated June 19, 2007, executed by Jaime R. Vergara and Suheir Vergara, husband and wife, and recorded as Instrument No. 20070629-0077797, in the Register's Office of Davidson County, Tennessee (the "Deed of Trust" attached hereto as Exhibit "A") securing indebtedness owed to Chrysler Financial pursuant to a promissory note in the original principal amount of $4,870,500.00. Mr. Jaime Vergara, filed for protection under Chapter 11 of the Bankruptcy Code in the United States District Court for the Middle District of Florida, Orlando Division, Case Number 6:09-bk-02751-KSJ, on March 9, 2009, which bankruptcy filing constituted an Event of Default under Section 5.1(d) of the Lender's Deed of Trust. Pursuant to an Order from the Bankruptcy Court dated August 12, 2009, the Lender sought and obtained authority to foreclose on the real property described herein.

Chrysler Financial has also declared Suheir Vergara in default on the repayment of the indebtedness to Chrysler Financial and demand for payment has been made but such demand has not been honored. Accordingly, Chrysler Financial has demanded that the property covered by the Deed of Trust, hereinafter described, be advertised and sold in satisfaction of said indebtedness and the costs of foreclosure.

It is my understanding that the State of Tennessee Department of Revenue has filed a Notice of Tax Lien against Vergara Group, LLC's interest in the subject real property, as hereinafter defined (the "Property"). Therefore, this Notice of Sale is being submitted to you pursuant to T.C.A. § 67-1-1433, with the following information:

EXHIBIT
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C

1. This Notice of Sale is submitted by John T. Rouse, Esq., McGlinchey Stafford, PLLC, 200 South Lamar Street, Suite 1100, Jackson, Mississippi 39201, on behalf of Chrysler Financial.

2. The State of Tennessee Department of Revenue has filed a Notice of State Tax Lien ("State Tax Lien Notice") against Vergara Group, LLC. The address of said taxpayer as shown on the State Tax Lien Notice is 1115 E Spring Street Cookeville, TN 38501-4555. The State Tax Lien Notice bears entity ID 001 64-0963448/000 and number 4973515090310, dated March 11, 2009, and is of record as Instrument Number T20090017600 in the Register's Office of Davidson County, Tennessee, having been filed of record at said Register's Office on March 17, 2009. A copy of said State Tax Lien Notice is enclosed herewith for your convenience as Exhibit "B".

3. The street address of the Property potentially affected by this Notice of Sale is believed to be 5800 Crossings Blvd, Antioch, Tennessee 37013, more particularly described as that certain real property situated in Davidson County, Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Lot No. 2 on the Plan of The Crossings at Hickory Hollow Phase II, of record as Instrument No. 200007260073970, Office of the Register, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> BEING the same property conveyed to Jaime Vergara and wife, Suheir Vergara by Special Warranty Deed recorded as Instrument No. 20070629-0077796, in the Register's Office for Davidson County, Tennessee.

4. The Property will be sold at public auction for cash on **Friday, November 20, 2009 at 11:00 a.m.** at the corner of Broadway and Sixth Avenue in front of the Davidson County Register of Deeds Office at The Sommet Center, 501 Broadway, Nashville, Tennessee 37203. Attached as Exhibit "C" hereto is a copy of the Notice of Foreclosure.

5. The approximate amount of principal indebtedness owed to Chrysler Financial is $4,745,624.62 with accrued interest in the amount of $337,026.16 and late charges in the amount of $2,500.00 as of September 21, 2009. The per diem rate of interest for every day after that date is $1,066.45. Accordingly, the total indebtedness secured by the Deed of Trust as of September 21, 2009, is approximately $5,085,150.78, plus the expenses and attorney's fees incurred in connection with this foreclosure.

The property herein described is subject to the following:

(a) the Deed of Trust from Jaime R. Vergara and Suheir Vergara, husband and wife to DaimlerChrysler Financial Services Americas LLC, recorded as

Instrument No. 20070629-0077797, in the Register's Office for Davidson County, Tennessee.

(b) Assignment of Leases and Rents, from Jaime R. Vergara and Suheir Vergara, husband and wife to DaimlerChrysler Financial Services Americas LLC, recorded as Instrument No. 20070629-0077798, in the Register's Office for Davidson County, Tennessee.

(c) Lease Subordination, Non-Disturbance and Attornment Agreement between Vergara Group, LLC and Jaime R. Vergara and Suheir Vergara, husband and wife for the benefit of DaimlerChrysler Financial Services Americas LLC, recorded as Instrument No. 20070629-0077799, in the Register's Office for Davidson County, Tennessee.

(d) Any and all unpaid ad valorem taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

(e) Notice of State Tax Lien filed by the Tennessee Department of Revenue against Vergara Group, LLC, recorded as Instrument No. 20090317-0023668, in the Register's Office for Davidson County, Tennessee.

(f) All matters shown on Plat(s) recorded in Book 7900, pages 39, 89, 114 and 229 and Book 9700, pages 511 and 512 with Surveyor's Certificate of Correction of Plat recorded in Book 10728, page 740, Plat Book 9700, pages 969 and 970 and as Instrument Nos. 20000726-0073970 and 20070620-0073436, all in the Register's Office for Davidson County, Tennessee.

(g) Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow (formerly known as Hickory Downs), recorded in Book 7963, page 145 and re-recorded in Book 7966, pag 60, in the Register's Office for Davidson County, Tennessee.

(h) Said Declaration of Protective Covenants and Owners Association for Hickory Downs being subject to:

(1) Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow (formerly known as Hickory Downs), recorded in Book 8085, page 402, said Register's Office;

(2) Second Amendment to Declaration of Protective Covenants and Owners Association for The Crossings at Hickory Hollow, recorded in Book 9730, page 957, said Register's Office;

(3) Supplemental Declaration of Protective Covenants recorded in Book 10722, page 95, said Register's Office; and

(4) Acknowledgment Regarding Supplemental Declaration of Protective Covenants recorded as Instrument No. 20000725-0073371, said Register's Office.

(i) Declaration of Joint Access, Landscape and Utilities Easements recorded as Instrument No. 20000725-0073372 and re-recorded as Instrument No. 20000901-0075737, said Register's Office.

(j) Grant of Easement for Drainage recorded in Book 10095, page 208, in the Registers Office for Davidson County, Tennessee.

(k) Lack of direct ingress and egress to I-24, a controlled access highway, as conveyed to State of Tennessee, as of record in Book 2813, page 369 and Book 2813, page 385, said Register's Office.

(l) Rights of tenants in possession under unrecorded leases(s).

(m) Rights of parties in actual possession of all or any part of the Property.

(n) Subject to the liens for any unpaid assessments and/or special assessments.

(o) Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the Property.

Please accept this letter as the twenty-five (25) day Notice of Sale required by T.C.A. § 67-1-1401, which notice must be given to the Department of Revenue or said delegate. Please advise me immediately of any deficiency or inadequacy in this notice.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

With best wishes, I am

Cordially yours,

MCGLINCHEY STAFFORD, PLLC

John T. Rouse

JTR/mjm
Enclosures

cc: Steve Carcone, Chrysler Financial

Personal Service Accepted:

By: _____

Title: ACCT TECH I

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

October 15, 2009

Mr. John T. Rouse, Attorney
McGlinchey Stafford, PLLC
P. O. Drawer 22949
Jackson, MS 39225-2949

Re: Foreclosure Sale of Property Owned by: **Vergara Group, LLC**
Entity Number: **001 640963448/000**
Property Address: **5800 Crossings Blvd., Antioch, TN 37013**

Dear Mr. Rouse:

This is in reference to your letter dated October 12, 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 **November 20, 2009** is **$495,815.13**. *(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

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C: *file*