Address New Owner:	Send Tax Bills To:	Map/Parcel Number
Working Capital No. 1, LLC Attn: Fenn Shrader, Manager 225 2nd Street South, A-5 Kirkland, Washington 98033	Same	Map/Parcel No: 106-00-0-131
This instrument prepared by: Bradley Arant Boult Cummings, LLP (EHB) 1600 Division Street, Suite 700, P.O. Box 340025, Nashville, TN 37203		

SUCCESSOR TRUSTEE'S DEED

WHEREAS, Southern Woodenware, Inc., a Tennessee corporation, by Deed of Trust, Assignment of Leases and Rents and Security Agreement dated February 19, 2008, of record as Instrument No. 20080220-0016714, together with that certain Assignment of Deed of trust of record as Instrument No. 20080328-0031296, transferred and conveyed to J. Frank Rudy, Jr., Trustee, the property described in Exhibit "A" hereto (the "Property"), Register's Office for Davidson County, Tennessee; and

WHEREAS, a Successor Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust, said Appointment of Successor Trustee being of record as Instrument No. 20091120-0106997; and

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

WHEREAS, the Successor Trustee, after due advertisement as required by law and as required by the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry, at eleven o'clock ante meridian (11:00 a.m.), December 28, 2009, at the main door of the Davidson County Courthouse located at 1 Public Square, in Nashville, Tennessee, when and where **WORKING CAPITAL NO. 1, LLC**, a Washington limited liability company, ("Grantee"), became the last and highest bidder for cash at the price of Four Hundred Twenty-Five Thousand and No/100 Dollars ($425,000.00).

BILL GARRETT, Davidson County
Trans:T20090086649 DEEDTRS
Recvd: 12/28/09 11:21 27 pgs
Fees:138.00 Taxes:1572.50
20091228-0117195

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $425,000.00.

Dolores Huff Poe
Affiant

Subscribed and sworn to before me, this the 28th day of December, 2009.

BARBARA KIMMONS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Barbara Kimmons
NOTARY PUBLIC
My Commission Expires: 8/23/2011

2259044 v1
111027-001

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

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

Emily H. Bowman, as Successor Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under her. 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 - Department of Revenue may claim a lien pursuant to a Notice of State Tax Lien of record as Instrument No. 20090420-0035269, 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 State of Tennessee, and the response received from the State of Tennessee 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.

This is improved property known as 325 Plus Park Boulevard, Nashville, Davidson County, Tennessee.

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

[Signatures on following page]

Dated this 28th day of December, 2009.

Emily H. Bowman

Emily H. Bowman, as Successor Trustee, and not otherwise

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Barbara Kimmins, a Notary Public in and for said County and State, the within named Emily H. Bowman, Successor Trustee, the bargainor, with whom I am personally acquainted (or to me proved on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 28th day of December, 2009.

BARBARA KIMMINS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN.

Barbara Kimmins

Notary Public
My Commission Expires: 8/23/2011

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 10, The Plus Park, Section Ten, of record in Book 4595, page 76, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Southern Woodenware, Inc. by deed of record in Book 11394, page 326, Register's Office for Davidson County, Tennessee.

EXHIBIT
tabbies
B

BRADLEY ARANT BOULT CUMMINGS LLP

Emily H. Bowman, Esq.
Direct: 615.252.2370
Fax: 615.252.6370
ebowman@babc.com

November 30, 2009

VIA CERTIFIED MAIL NO: 7006 2150 0004 9222 9690
RETURN RECEIPT REQUESTED

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

Re: ***Southern Woodenware, Inc.***
Davidson County, Tennessee – Instrument No. 20090420-0035269

Dear Mr. Hooks:

We represent Working Capital No. 1, LLC, a Washington limited liability company, 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:

Emily H. Bowman, Successor Trustee
Bradley Arant Boult Cummings, LLP
1600 Division Street, Suite 700
Nashville, TN 37203

(2) NOTICE OF STATE TAX LIEN: A copy of the tax lien of record as Instrument No. 20090420-0035269, 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 listed in the property description attached hereto as Exhibit B. The property is located at 325 Plus Park Boulevard, Nashville, Davidson County, Tennessee. A copy of the Deed of Trust dated February 19, 2008, of record as Instrument No. 20080220-0016714, and that certain Assignment of Deed of Trust dated March 25, 2008, of record as Instrument No. 20080328-0031296, are attached to this letter as Exhibit C.

(4) SALE DATE, TIME, PLACE AND TERMS: The property will be sold by public sale at eleven o'clock (11:00 a.m.) on the 28th day of December, 2009, at the main door of the Davidson County Courthouse located at 1 Public Square, Nashville, Tennessee, to the highest bidder for cash. A copy of the Notice of Foreclosure is attached to this letter as Exhibit D.

(5) DESCRIPTION OF DEBT AND SALE EXPENSES: As of November 30, 2009, the approximate amount of the principal obligation secured by the Deed of Trust being foreclosed upon, including interest, late charges and expenses is $468,750.87. The per diem rate of interest for every day after November 30, 2009 is $165.27. The foreclosure expenses, including advertising expenses and legal expenses chargeable against the sale proceeds, are estimated to be approximately $5,000.00.

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,

BRADLEY ARANT BOULT CUMMINGS, LLP

By: Emily H. Bowman

EHB:bjk

Acknowledged this _____ day of December, 2009.

By: _____
Title: _____

EXHIBIT
Sabbe A

N0007501

4047052090413

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:	ENTITY ID:
SOUTHERN WOODENWARE, INC.	001 62-0449182/000.
D/B/A: SOUTHERN WOODENWARE, INC. 810 BROADWAY STE B-0 NASHVILLE TN 37203-3810	001 62-0449182 COUNTY: DAVIDSON

This instrument was prepared by the Tennessee Department of Revenue.

Witness my hand, at Nashville, Tennessee, on April 15, 2009.

COMMISSIONER OF REVENUE

By: William E. Hawkins

Delegate of Commissioner

FOR REGISTER USE ONLY .... PRINT OR STAMP

BOOK NO	PAGE NO.	DATE	TIME

REGISTER

BILL GARRETT, Davidson County
Trans:T20090025717 LIENSTL
Recvd: 04/20/09 08:49 1 pgs
Fees:12.00 Taxes:0.00
20090420-0035269

BY: _____

RV-N0007501

EXHIBIT "B"

Land in Davidson County, Tennessee, being Lot No. 10, The Plus Park, Section Ten, of record in Book 4595, page 76, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Southern Woodenware, LLC by deed of record in Book 11394, page 326, Register's Office for Davidson County, Tennessee.



MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $425,000.00.

THIS INSTRUMENT PREPARED BY: and return to:
J. Frank Rudy, Jr., Esq.
RUDY, WOOD & WINSTEAD, PLLC
1812 Broadway
Nashville, Tennessee 37203

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

Grantor's Name and Address:
Southern Woodenware, Inc.
50 Music Square West
Nashville, TN 37203

Beneficiary's Name and Address:
Direct Lending Group, Inc.
221 First Ave. West. Suite 105
Seattle, WA 98115

This instrument secures obligatory advances for commercial purposes, as more particularly described hereinafter.

THIS TENNESSEE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT ("Deed of Trust"), as executed the date hereinafter written, by Southern Woodenware, Inc. and Howard Caughron (individually and collectively "Grantor"), in favor of J. Frank Rudy, Jr., Esq., whose address is 1812 Broadway, Nashville, Tennessee, 37203, as TRUSTEE ("Trustee"; said term referring always to the Trustee and his successors in trust), for the use and benefit of Direct Lending Group, Inc, a Washington corporation, and its successors and assigns ("Beneficiary"; said term referring always to the lawful owner and holder of the indebtedness secured hereby);

WITNESSETH:

FOR AND IN CONSIDERATION OF Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, including the debt and trust herein provided, the receipt and sufficiency of which are hereby acknowledged, Grantor has this day bargained and sold, and does hereby transfer, assign and convey unto Trustee, all right, title and interest of Grantor in and to certain real property in the State of Tennessee, Davidson County, more particularly described in attached **Exhibit A**, which is incorporated herein by reference, together with all buildings, structures and improvements now or hereafter located thereon, all equipment, machinery, fixtures, furnishings, goods and personal property of every nature and description now or hereafter located therein or thereon or used in connection therewith, all easements, rights-of-way and other rights appurtenant thereto or used in connection therewith, all rents, issues, profits, revenues, income, accounts, accounts receivable, contract rights and general tangibles from time to time accruing therefrom or in respect thereof, all other tenements, hereditaments and appurtenances thereto and all other property interests of Grantor therein (collectively the "Premises");

TO HAVE AND TO HOLD the Premises to the Trustee forever.

Davidson County DOT
Recvd: 02/20/08 14:16 12 pg
Fees:63.00 Taxes:486.45
[redacted]
20080220-0016714

Grantor covenants that Grantor is lawfully seized of the Premises, has a good right to convey same, and that the same is unencumbered. Tennessee. Grantor further covenants and binds itself, its successors, heirs and representatives, to warrant and defend the title to the Premises to the Trustee forever against the lawful claims of all persons.

THIS CONVEYANCE IS MADE IN TRUST for the following uses and trusts, and for no other purposes, to-wit:

(a) To secure the payment of indebtedness for borrowed money in the principal amount of **four hundred twenty-five thousand dollars and no cents ($425,000.00** US), together with interest thereon, evidenced by that certain Promissory Note dated February 19, 2008, executed by Grantor (sometimes hereinafter also referred to individually and collectively as "Borrower") and payable to the order of Beneficiary. This Deed of Trust secures payment of the indebtedness evidenced by said promissory note, principal and interest, and any extensions, modifications and/or renewals thereof and any notes given in payment of any such principal and/or interest (all of the foregoing are sometimes hereinafter collectively referred to as the "Note"). The full indebtedness as evidenced by the Note, if not paid earlier, is due and payable on February 19, ~~2008~~ 2009.

(b) To secure all sums advanced by Beneficiary to Grantor or expended by Beneficiary for Grantor's account or benefit pursuant to the terms of this Deed of Trust, with interest thereon as provided herein, and the faithful performance of all terms and conditions contained herein.

(c) To secure the payment of all court costs, expenses and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien of this conveyance, including without limitation reasonable attorneys' fees, all of which Grantor agrees to pay to Beneficiary ON DEMAND.

(d) To secure the payment of any and all other indebtedness of Borrower to Beneficiary, direct or contingent, however evidenced or denominated, and however or whenever incurred, including without limitation indebtedness incurred pursuant to any previous present or future commitment of Beneficiary to the Grantor as Borrower.

Should the above-described indebtedness secured by this Deed of Trust (sometimes hereinafter collectively referred to as the "Secured Indebtedness") be paid in accordance with its terms when due and payable, and should Grantor perform all covenants herein contained in a timely manner, then this Deed of Trust shall be cancelled and released by Beneficiary.

GRANTOR FURTHER COVENANTS AND AGREES WITH TRUSTEE AND BENEFICIARY AS FOLLOWS:

1. Covenants of Grantor with Beneficiary. In addition to the covenants and warranties hereinabove provided, Grantor further covenants and agrees with the Beneficiary as follows:

(a) Payment of Secured Indebtedness. To pay the Beneficiary, when due, the interest, principal and other sums constituting the Secured Indebtedness, as well as any other sums that are or may be payable to Beneficiary by Grantor hereunder.

(b) No Liens or Assessments. Not to permit any lien or assessment, other than current taxes not delinquent, to encumber the Premises. Beneficiary has not consented and will not consent to the performance of any work or the furnishing of any materials that might be deemed to create a lien or liens superior to the lien hereof, either under Tenn. Code Ann. § 66-11-108, as the same may be amended from time to time, or otherwise.

(c) Insurance. To maintain insurance on all buildings and other improvements on the Premises against damage by fire, windstorm and other risks normally insured against so-called "all-risk coverage," in companies and amounts satisfactory to Beneficiary. All policies evidencing such insurance shall have attached thereto standard mortgagee riders making such insurance payable to Beneficiary as its interest may appear, and all such policies or appropriate certificates, at Beneficiary's request, shall be deposited with it. Upon the occurrence of any insurable casualty, Beneficiary shall have the right to adjust, compromise and settle the insurance claim as it sees fit without the joinder or approval of Grantor, and Beneficiary may in its discretion apply the net insurance proceeds either to the repair or restoration of the Premises or to the satisfaction of the Secured Indebtedness in such order of priority as Beneficiary shall determine.

(d) Maintenance, Waste, Use, Alternations, Encumbered Personalty. To keep all buildings, fences and other improvements on the Premises in as good repair and condition as the same are in at this date, or shall be upon their construction, as the case may be, to permit no waste, and to permit no cutting of timber or removal of minerals except for the actual needs of the Premises. In the event of any destruction of or damage to the Premises, Grantor shall promptly restore the Premises to its condition prior to such damage or destruction so long as any net insurance proceeds are made available by Beneficiary for such purposes; provided, however, that the insufficiency of any proceeds of insurance shall not affect Grantor's obligation to restore. Grantor shall not make or permit, without Beneficiary's written consent, (i) any use of the Premises for any purpose other than that for which the same are now used or intended to be used; (ii) any alterations of the buildings, improvements, fixtures, apparatus, machinery and equipment now or hereafter erected or located upon or otherwise constituting a part of the Premises; (iii) any purchase, lease or agreement under which title is reserved in the vendor respecting any fixtures, apparatus, machinery, equipment or personal property to be placed in or upon the Premises unless any such interest is subordinated to the lien and security title of this Deed of Trust.

(e) Rents, Profits, Revenues, Income, Etc. In the event any Event of Default (as hereinafter defined) shall have occurred and be continuing, or in Beneficiary's judgment be threatened, Beneficiary or its agent(s) shall have the right forthwith (i) to take possession of the Premises, and (ii) irrespective of whether possession of the Premises has been taken by or on behalf of Beneficiary, to collect the rents, issues, profits, revenues, income, accounts, accounts receivable and contract rights then owing or thereafter accruing from the Premises, to be credited to the Secured Indebtedness in such order of priority as Beneficiary shall determine.

(f) Appointment of Receiver. Grantor acknowledges the propriety of, and consents to, the appointment of a receiver for the Premises in the event that any action is commenced involving the Premises or to foreclose or exercise the power of sale under this Deed of Trust.

(g) Advances by Beneficiary. Beneficiary may, at its option, advance and pay sums necessary to protect and preserve the Premises and/or to perform any of the covenants of Grantor hereunder. All sums so advanced by Beneficiary shall be payable by Grantor on demand and shall bear interest from the date or dates advanced at the maximum contract rate of interest now and hereafter permitted by applicable law. All such sums, together with indebtedness under the Note, shall be secured by this Deed of Trust until paid in full. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens that may be or become prior and senior to the lien and security title of this Deed of Trust as a lien on the Premises or any part thereof, and all costs, expenses and attorneys' fees incurred by Beneficiary in respect of any and all legal and equitable proceedings that relate to this Deed of Trust or to the Premises.

(h) Condemnation. In the event of a public taking or condemnation respecting any part of the Premises by proper authority, any damages paid or award allowed shall, at the option of Beneficiary, be applied first toward the satisfaction of the Secured Indebtedness in such order of priority as Beneficiary shall determine.

(i) Conveyance of Premises. Grantor shall not encumber, pledge, convey, transfer or assign any or all of its interest in the Premises without the prior written consent of Beneficiary. Beneficiary's consent to any such transfer, if given, shall not release or alter in any manner the liability of Grantor or anyone who has assumed or guaranteed or is otherwise liable for the payment of the Secured Indebtedness or any portion thereof. At the option of Beneficiary, the Secured Indebtedness shall be immediately due and payable in full in the event that Grantor conveys all or any portion of the Premises or any interest therein, or in the event that any of Grantor's equitable title thereto or interest therein shall be assigned, transferred or conveyed in any manner, without obtaining Beneficiary's prior written consent thereto, and any waiver or consent given by Beneficiary for any prior transfer shall not preclude Beneficiary from declaring the Secured Indebtedness due and payable for any subsequent transfer.

2. Leases, Contracts, Etc.

(a) As additional collateral and further security for the Secured Indebtedness, Grantor hereby assigns to Beneficiary all of Grantor's right, title and interest in any and all leases, tenant contracts, rental agreements and similar agreements now and hereafter affecting the Premises or any part thereof (all of the foregoing are sometimes hereinafter individually referred to as a "Lease" and collectively referred to as the "Leases"), including without limitation any such Leases that may be more particularly described on attached **Exhibit B**, together with all of the corresponding rents, issues, profits, revenues, income, accounts, accounts receivable and contract rights. Grantor agrees to execute and deliver to Beneficiary such additional instruments, in form and substance satisfactory to Beneficiary, as may hereafter be requested by Beneficiary further to evidence and confirm said assignment; *provided, however*, that acceptance of this or any such assignment shall not be construed as a consent by Beneficiary to any such Lease, or to impose upon Beneficiary any obligation with respect thereto. Without first obtaining on each occasion the written approval of Beneficiary, Grantor shall not cancel or modify, or permit the cancellation or modification of, any such Lease, or accept or permit to be made any prepayment of any installment of rent or fees thereunder (except the usual prepayment of rent that results from the acceptance by a landlord on the first day of each month of the rent for the ensuing month). Grantor shall faithfully keep and perform, or cause to be kept and performed, all of the covenants, conditions and agreements contained in each of said Leases, now or hereafter existing, on the part of Grantor to be kept and performed and shall at all times do all things necessary to compel performance by each other party to said instruments of all obligations, covenants and agreements by such other party to be performed thereunder.

(b) Grantor shall not execute an assignment of the rents, issues, profits, revenues, income, accounts, accounts receivable or contract rights, or any part thereof, from the Premises unless Beneficiary shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to the assignment contained in this Deed of Trust and any assignment executed pursuant hereto.

(c) Grantor shall furnish to Beneficiary, within thirty (30) days after a request by Beneficiary to do so, a sworn statement setting forth the names of all lessees and tenants of the Premises, the terms of their respective Leases, the space occupied and the rentals payable thereunder, and stating whether any defaults, off-sets or defenses exists under or in connection with any of said Leases. Any and all Leases shall provide for the giving by the lessees or tenants thereunder of certificates with respect to the status of such Leases, and Grantor shall exercise Grantor's right to request such certificates within five (5) days of any demand thereof by Beneficiary.

(d) Each Lease pertaining to the Premises, or any part thereof, shall provide that in the event of the enforcement by Beneficiary of the remedies provided for by law or by this Deed of Trust, the lessee or tenant thereunder will, upon request of Beneficiary or any other person or entity succeeding to the interest of Beneficiary as a result of such enforcement, automatically become the lessee or tenant of Beneficiary or said successor in interest, without change in the terms or other provisions of said Lease; *provided,*

however, that Beneficiary and said successor in interest shall not be bound by (i) any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee or tenant of its obligations under said Lease or (ii) any amendment or modification of said Lease made without the express written consent of Beneficiary or said successor in interest. Each such Lease also shall provide that, upon request by said successor in interest, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

(e) Notwithstanding any other provisions of this Deed of Trust, Grantor shall not enter into any Lease affecting the Premises, or any part thereof, without the prior written consent of Beneficiary and except upon the following conditions: (i) each such Lease shall contain a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Beneficiary under this Deed of Trust; (ii) each such Lease shall contain a provision whereby the parties thereunder expressly recognize and agree that, notwithstanding such subordination, Beneficiary may, at its option, sell the Premises in the manner provided herein below subject to such Lease; and (iii) at or prior to the time of the execution of any such Lease, Grantor shall, as a condition to such execution, procure from the other party or parties thereto an agreement in favor of Beneficiary, in form and substance satisfactory to Beneficiary, under which such party or parties agree to be bound by the provisions of this Deed of Trust regarding the manner in which Beneficiary may foreclose or exercise the power of sale under this Deed of Trust.

(f) Upon the occurrence of any Event of Default as described in Paragraph 4 hereof, Beneficiary may at its option, with or without notice or demand of any kind, exercise any or all of the following remedies in addition to the other remedies provided herein:

(1) Perform any and all obligations of Grantor under any or all of the Leases and exercise any and all rights of Grantor thereunder as fully as Grantor itself could, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating any and all of the Leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new Leases with respect to the Premises on any terms and conditions deemed desirable by Beneficiary; and, to the extent Beneficiary shall incur any costs or expend any monies in connection with the performance of any obligations of Grantor, including costs of litigation (including reasonable attorneys' fees), then all such costs shall constitute an obligation of Grantor to Beneficiary that is payable on demand and that shall bear interest from the incurring thereof at the interest rate provided herein, and all such sums, together with interest thereon, shall be secured by this Deed of Trust until paid in full;

(2) In Grantor's or Beneficiary's name, institute any legal or equitable action that Beneficiary in its sole discretion deems desirable to collect and receive any or all of the rents, issues, profits, revenues and income assigned herein;

(3) Collect the rents, issues, profits, revenues and income and any other sums due under the Leases and/or with respect to the Premises and apply the same to the following, in such order of priority as Beneficiary shall determine, in its sole discretion:

(A) All costs and expenses, including reasonable attorneys' fees, incurred in connection with the operation of the Premises, the performance of Grantor's obligations under the Leases and the collection of the rents thereunder;

(B) All costs and expenses, including reasonable attorneys' fees, incurred in the collection of any or all of the Secured Indebtedness, including all costs, expenses and attorneys' fees incurred in seeking to realize on any collateral securing any or all of the Secured Indebtedness; and

(C) Any or all unpaid principal of and interest on the Secured Indebtedness, in such order of priority as Beneficiary shall determine, in its sole discretion; and

(4) Beneficiary shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of the security for any or all of the Secured Indebtedness, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee.

3. Security Agreement. With respect to that portion of the Premises that is or may be determined to be personal property or fixtures under the Uniform Commercial Code as in effect in Tennessee (collectively the "UCC Property"), this instrument shall constitute a security agreement and fixture filing as such terms are used in said Uniform Commercial Code. Grantor hereby grants to Beneficiary a security interest in the UCC Property and any and all proceeds thereof, and acknowledges and agrees that all covenants and obligations of Grantor contained herein shall apply to any such UCC Property. Upon the occurrence of an Event of Default (as hereinafter defined), Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in Tennessee, which shall be cumulative with all other rights and remedies of Beneficiary hereunder.

Notwithstanding the foregoing provisions of this paragraph, Grantor agrees that the UCC Property shall be deemed a part of the real estate conveyed by this Deed of Trust for all purposes hereof to the extent permitted by applicable law.

4. Events of Default and Acceleration. The occurrence of any of the following events shall constitute an Event of Default hereunder;

(a) A default shall occur in the payment of the principal of and/or interest on the Secured Indebtedness or any portion thereof;

(b) Grantor shall default in the payment and/or performance of its obligations under, or a default or event of default shall occur under, the Note, this Deed of Trust or any other instrument or document now or hereafter further evidencing, securing or otherwise related to the Secured Indebtedness or any portion thereof;

(c) Grantor shall abandon the Premises;

(d) Grantor shall dissolve or become insolvent;

(e) Borrower or any other person or entity now or hereafter liable to pay all or any portion of the Secured Indebtedness (i) shall generally not pay or shall be unable to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it, the Premises or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (v) shall indicate, by any act or omission, its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee; or (vi) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more; or

(f) Any claim of priority to the lien of this Deed of Trust, whether by title, lien or otherwise, is asserted in any legal or equitable proceeding.

Upon the occurrence of any Event of Default described in paragraph 4 hereof, the Secured Indebtedness shall be immediately due and payable in full; and upon the occurrence of any other Event of Default described above, Beneficiary at any time thereafter may, at is option, accelerate the maturity of the Secured Indebtedness; all without notice of any kind.

5. Remedies. Upon the occurrence of any Event of Default and the acceleration of the maturity of the Secured Indebtedness, in addition to the other remedies herein provided, Trustee, or the agent or successor of Trustee, at the request of Beneficiary, shall sell the Premises or any part of the Premises to the highest bidder for cash, for credit upon the Secured Indebtedness or upon such other terms as Trustee elects, and in bar of the right of redemption (statutory or otherwise), the equity of redemption, homestead, dower, elective or distributive share, any right of appraisement or valuation and all other rights and exemptions of every kind, all of which are hereby expressly waived, in order to pay the Secured Indebtedness and all expenses of sale and of all proceedings in connection therewith, including reasonable attorneys' fees, after advertising the sale at least three (3) different times in some newspaper published in the county in which the sale is to be made, the first of which publications shall be at least twenty (20) days previous to said sale. Trustee thereupon shall execute a deed to the purchaser, whom Grantor will put in immediate possession of the Premises. Beneficiary may bid and become the purchaser at any such sale.

The Premises may be sold by Trustee in one or more parcels at one or more sales pursuant to the power of sale herein granted, as Trustee deems appropriate, and the power of sale herein granted shall not be exhausted until the entire Premises are sole or the Secured Indebtedness is fully satisfied, whichever first occurs.

To the extent permitted by applicable law, any sale hereunder may be postponed, adjourned or continued by Trustee and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date that such sale is set, either originally or by prior announcement of postponement, adjournment or continuance.

Grantor agrees that Trustee may, at any time after default in the payment of any part of the Secured Indebtedness, enter and take possession of the Premises, and Grantor further agrees that, in the event Trustee fails to enter and take possession of the Premises prior to selling same as herein provided, the purchaser shall nevertheless be entitled to immediate possession thereof upon the delivery to such purchaser by Trustee of a deed to said property.

At any time after the occurrence of an Event of Default, Beneficiary may at its option continue the abstract of title to the Premises or obtain other appropriate title evidence, and may add the cost thereof to the Secured Indebtedness.

In the event of Trustee's death, absence, inability or refusal to act at any time when action under the foregoing powers and trusts may be required or contemplated, or for any other reason at the option of the Beneficiary, Beneficiary is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named Trustee shall be vested in said successor without the necessity for any further conveyance.

In the event of a sale of the Premises under and by virtue of this trust, Grantor and all persons holding under it shall be and become the tenants at will of the purchaser, said tenancy to be terminable at the option of said purchaser upon five days' written notice unless otherwise agreed in writing by Beneficiary.

Upon any sale under this Deed of Trust, the proceeds will be applied by Trustee:

First – To pay all the costs and charges of executing this trust, including attorneys' fees and the expenses of any litigation that may arise on account of the execution and enforcement of this trust, or in connection therewith as hereinabove provided.

Second – To pay all of the Secured Indebtedness, or any balance thereof then remaining unpaid, principal and/or interest, in such order or priority as Beneficiary shall determine in its sole discretion.

Third – The residue to be paid to Grantor or such other person or persons as may be lawfully entitled thereto.

6. Nonwaiver; Remedies. Delay by Beneficiary in the exercise of any of its rights or remedies hereunder shall not preclude the exercise thereof so long as an Event of Default has occurred and is continuing, and no failure of Beneficiary to exercise any of its rights hereunder shall constitute a waiver of any such rights nor preclude the exercise thereof with respect to any such Event of Default or any subsequent Event of Default hereunder, all such rights being continuing ones. Beneficiary may enforce any one or more of its rights or remedies hereunder successively or concurrently, and as often as deemed expedient by Beneficiary.

7. Sale by Foreclosure of Prior Encumbrances. In the event that this Deed of Trust shall not or at any time after the date hereof be subordinate to any other encumbrance on the Premises, Grantor hereby agrees that the lien of this conveyance shall extend to the entire interest of Grantor in the Premises conveyed hereby, and shall extend to the interest of Grantor in the proceeds from any sale of said Premises, whether by foreclosure of any such prior encumbrance or otherwise, to the extent any such proceeds exceed the amount necessary to satisfy such prior encumbrance(s). Any trustee or other person conducting any such sale or foreclosure is hereby directed to pay such excess proceeds to Beneficiary to the extent necessary to pay the Secured Indebtedness in full, notwithstanding any provision to the contrary contained in any prior encumbrance.

8. Extensions, Etc. Grantor and Beneficiary may agree to extend the time for payment of all or any part of the Secured Indebtedness, or reduce, rearrange or otherwise modify the terms of payment thereof, or accept a renewal note or notes therefore, all without notice to or the consent of any junior lienholder or any other person having an interest in the Premises subordinate to the lien of this Deed of Trust, and without the consent of Grantor if Grantor has then parted with title to the Premises. No such extension, reduction, modification or renewal shall affect the priority of this Deed of Trust or impair the security hereof in any manner whatsoever, or release, discharge or otherwise affect in any manner the personal liability of Grantor to Beneficiary or the liability of any other person now or hereafter liable for payment of the Secured Indebtedness or any part thereof.

9. Further Assurances. Grantor agrees to furnish Trustee and Beneficiary with such further instruments, documents and certificates and to take such further actions as Beneficiary may deem necessary or desirable in order to perfect and/or maintain the perfection and priority of the lien and security title of this Deed of Trust.

10. Greater Estate. In the event that Grantor is the owner of a leasehold estate or any other estate less than a fee simple with respect to any portion of the Premises and, prior to the satisfaction of the Secured Indebtedness and the cancellation of this Deed of Trust of record, Grantor obtains any greater estate or interest in the Premises, then such greater estate shall automatically and without further action of any kind on the part of Grantor pass to Trustee and be and become subject to the lien and security title of this Deed of Trust.

11. Severability. If any provision(s) of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust and the application of such provision(s) to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12. Miscellaneous. The defined terms and paragraph titles used herein are for convenience only, and do not limit the contents of this Deed of Trust. All rights and obligations hereunder shall extent to, and be binding upon, the respective heirs, representatives, successors and assigns of Grantor, Trustee and Beneficiary. When applicable, use of the singular form of any word shall mean or apply to the plural, and the masculine or neuter form shall mean and apply to the masculine, feminine or neuter gender as the case may be.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust, or has caused this Deed of Trust to be executed, on 2/19/2008, 2008.

GRANTOR:
Southern Woodenware, Inc.

By _____
Howard Caughron, its President

State of Tennessee
County of Davidson

Before me, Rachel Wilson a Notary Public of said County and State, personally appeared Howard Caughron, 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 President of Southern Woodenware, Inc., the within named bargainor, a corporation, and that he as such President, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal in Nashville, this 19th day of February, 2008.

_____
Notary Public

My Commission Expires: COMMISSION EXPIRES 01/03/2011

RACHEL WILSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

Exhibit "A"

Land in Davidson County, Tennessee, being Lot No. 10, The Plus Park, Section Ten, of record in Book 4595, Page 76, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Southern Woodenware, Inc. by Installment Deed from Joan M. Barkley, Trustee of the Barkley Revocable Living Trust and Pinewood, II, LP, recorded March 22, 1999 in Book 11394, Page 326, Register's Office for Davidson County, Tennessee.

Davidson County DOTASSN
Recvd: 03/28/08 11:07 4 pg
Fees:22.00 Taxes:0.00
[redacted]
20080328-0031296

AFTER RECORDING MAIL TO:
DIRECT LENDING GROUP
221 1ST AVE. WEST, SUITE 105
SEATTLE, WA 98119
(206) 267-5055

Loan No. 200832/Southern Woodenware, Inc.

ASSIGNMENT OF DEED OF TRUST

Recording No. 20080220-0016714

Tax Account Number: 10600013100

Legal Description: Please see exhibit A for complete legal description.

Grantor(s): DIRECT LENDING GROUP, INC. A WASHINGTON CORPORATION
Grantee(s): DIRECT LENDING GROUP, INC. AS INVESTMENT MANAGER FOR ITS INVESTORS LISTED ON EXHIBIT "Z" attached

For value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to DIRECT LENDING GROUP, INC. whose address is 221 1st Avenue West, Suite 105, Seattle, WA, 98119 AS INVESTMENT MANAGER FOR ITS INVESTORS LISTED ON EXHIBIT "Z" HERETO ATTACHED

All beneficial interest under the certain Deed of Trust dated February 19, 2008

Executed by and between **Southern Woodenware, Inc. and Howard Caughron (individually and collectively "Grantor") in favor of J. Frank Rudy, Jr., Esq (Trustee), for the use and benefit of Direct Lending Group, Inc., a Washington corporation (Beneficiary)**, and recorded on February 20, 2008 under Recording No. 20080220-0016714 in Davidson County, TN, describing land therein as: See "Exhibit A" legal description attached.

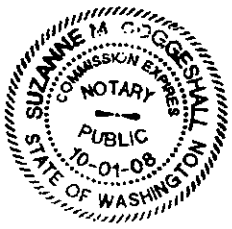
Together with note or notes therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust.

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $0.

Dated March 25, 2008

Direct Lending Group, Inc.

By _____
Steve Sullivan, Vice President



STATE OF WASHINGTON
COUNTY OF King

I certify that I know or have satisfactory evidence that **Steve Sullivan** is the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) is the **V.P.** of **Direct Lending Group, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

3-25-08
Dated

Signed Suzanne M. Coggeshall

10-01-08
My appointment expires

Prepared By:
Suzanne Coggeshall
Direct Lending Group, Inc.
221 1st Avenue W, Ste. 105
Seattle, WA 98119

Exhibit "A"

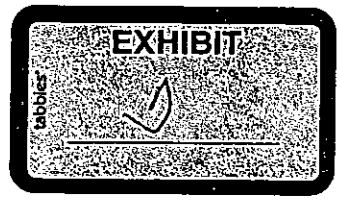
Land in Davidson County, Tennessee, being Lot No. 10, The Plus Park, Section Ten, of record in Book 4595, Page 76, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Southern Woodenware, Inc. by Installment Deed from Joan M. Barkley, Trustee of the Barkley Revocable Living Trust and Pinewood, II, LP, recorded March 22, 1999 in Book 11394, Page 326, Register's Office for Davidson County, Tennessee.

EXHIBIT "Z"

ATTACHED TO THE CERTAIN ASSIGNMENT DATED: Mar 25, 2008

CLIENT NAME	AS TO THE FOLLOWING %
WORKING CAPITAL #1, LLC FENN SHRADER, MANAGING MEMBER	100.0000%



NOTICE OF FORECLOSURE SALE

Default having occurred under that Deed of Trust, Assignment of Leases and Rents and Security Agreement (the "Deed of Trust") dated February 19, 2008, executed by Southern Woodenware, Inc., a Tennessee corporation, to J. Frank Rudy, Jr., Trustee, of record as Instrument No. 20080220-0016714, said Deed of Trust having been assigned by Assignment of Deed of Trust of record as Instrument No. 20080328-0031296, Davidson County Register of Deeds, and Emily H. Bowman, having been duly appointed Successor Trustee by Instrument No. 20091120-0106997, said Register's Office;

NOW, THEREFORE, I, Emily H. Bowman, as Successor Trustee and not otherwise, acting upon the demand of Working Capital No. 1, LLC, a Washington limited liability company, which is the lawful owner and holder of the indebtedness secured by the Deed of Trust, will, on

December 28, 2009

at 11:00 o'clock ante meridian (11:00 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. 10, The Plus Park, Section Ten, of record in Book 4595, page 76, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Southern Woodenware, Inc. by deed of record in Book 11394, page 326, Register's Office for Davidson County, Tennessee.

The street address of the Property is 325 Plus Park Boulevard, Nashville, Tennessee.

Canterbury Properties Partnership, a Tennessee general partnership, may claim an interest in the Property pursuant to that certain Tennessee Deed of Trust, Assignment of Rents, and Security Agreement of record as Instrument No. 20080604-0057460, said Register's Office.

The State of Tennessee claims a lien against the Property pursuant to T.C.A. §67-1-1403 as set forth in that Notice of State Tax Lien of record as Instrument No. 20090420-0035269, Register's Office for Davidson County, Tennessee. 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).

The Successor 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, Successor 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 Successor 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 4th day of December, 2009.

Emily H. Bowman, as Successor Trustee, and not otherwise
1600 Division Street, Suite 700
Nashville, TN 37203
(615) 244-2582

BRADLEY ARANT BOULT CUMMINGS, LLP

By: _____
R. Calloway Renegar, Attorney for Successor Trustee

INSERTION DATES: December 4, 2009, December 11, 2009 and December 18, 2009

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

December 3, 2009

Emily H. Bowman
Bradley Arant Boult Cummings
1600 Division St. Ste 700
Nashville, Tn 37203

Re: Foreclosure Sale of Property Owned by: **Southern Woodenware Inc.**
Entity Number: **001 620449182**

This is in reference to your letter dated November 30, 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 **December 28, 2009** is **$124,271.14**. *(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.

Tessa Stromatt, Accounting Technician 1
Special Procedures Section
Revenue Enforcement Division
Tennessee Department of Revenue

SP/bt
c: *file*