THIS INSTRUMENT PREPARED BY:
CHAFFIN & BURNSED, PLLC
2909 Poston Avenue
Fridrich Building, 1st Floor
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 07/19/10 15:53 8 pgs
Fees:43.00 Taxes:255.30
20100719-0056451

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Renasant Bank Attention: Special Assets 1820 West End Avenue Nashville, TN 37203	SAME	149-03-0-126.00 149-03-0-124.00 149-03-0-125.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to Renasant Bank, successor by merger to Capital Bank & Trust Company (collectively "Lender");

WHEREAS, Lender is the beneficiary of the Deed of Trust of record in Instrument Number 20070622-0074797, Register's Office for Davidson County, Tennessee, (hereinafter referred to as "Deed of Trust"). Said Deed of Trust secures to the Lender the payment in full of the note evidencing the subject indebtedness and any other obligations then existing or arising thereafter;

WHEREAS, by and through the above described Deed of Trust, the grantor, Christian Properties, Inc., [the "Borrower"], conveyed the real property described herein to R. Rick Hart, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, the Lender pursuant to the terms and conditions of the above Deed of Trust, did appoint R. Garry Chaffin as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument Number 20091005-0092569, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Substitute Trustee of the default by the Borrower in the payments called for in the note secured by the above Deed of Trust and demanded that the Trustee advertise the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, one (1) federal tax lien has been filed by the Internal Revenue Service Department of the Treasury on May 17, 2010 in Instrument No. 20100517-0037569, Register's Office for Davidson County, Tennessee against taxpayer, Christian Properties, Inc.

WHEREAS, the notice required by 26 U.S.C. § 7425(b) to be given has been timely given and the sale of the property described herein shall be subject to the right of the Internal Revenue Service to redeem the land as provided for in 26 U.S.C. § 7425(d)(1) and any other applicable statute. (**Exhibit A**).

WHEREAS, one (1) state tax lien has been filed by the State of Tennessee Department of Revenue on June 21, 2010 in Instrument No. 20100621-0047983, Register's Office for Davidson County, Tennessee, against taxpayer Christian Properties, Inc.

WHEREAS, the sale of the property described herein shall be subject to the right of the State of Tennessee Department of Revenue to redeem the land as provided for in Tennessee Code Annotated Section 67-1-1433 (c)(1) and any other applicable statute.

WHEREAS, the Substitute Trustee did advertise the property for sale in the "The Nashville Scene" on June 17, 2010, June 24, 2010, and July 1, 2010, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the Substitute Trustee, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 16th day of July, 2010, appear and conduct the sale of the herein described property;

WHEREAS, Renasant Bank did place the highest bid for the subject property, being the sum of

$69,000.00; and

NOW THEREFORE, for and in consideration of the sum of $69,000.00, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Renasant Bank, the Grantee herein, its successors and assigns, the property described as follows:

A tract of land lying in the Second (2nd) Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Being Lot Nos. 9, 10. and 11 on the Plan of Addition to Edge-O-Lake Estates of record in Plat Book 6250, Pages 391 and 392, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description of said lots; said description is incorporated herein by reference, the same as if copied fully herein verbatim.

Being the same property conveyed to Christian Properties, Inc. by Warranty Deed recorded on June 22, 2007 in Instrument No. 20070622-0074796, Register's Office for Davidson County, Tennessee.

Property Address:	2524 A & B Willowbranch Drive Nashville, Davidson County, Tennessee 37217 (Lot 11)
Map & Parcel:	149-03-0-126.00
Property Address:	2534 A & B Willowbranch Drive Nashville, Davidson County, Tennessee 37217 (Lot 9)
Map & Parcel:	149-03-0-124.00
Property Address:	2538 A & B Willowbranch Drive Nashville, Davidson County, Tennessee 37217 (Lot 10)
Map & Parcel:	149-03-0-125.00

(The address and map and parcel above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.)

This sale is subject to all matters shown on any recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims, and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this foreclosure sale. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied.

By his signature below, the 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 and/or Lender as to any matter whatsoever. 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 the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee and Lender harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, their heirs and/or assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Remainder of page intentionally left blank)

WITNESS, my hand this 16th day of July, 2010.

R. Garry Chaffin, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **R. Garry Chaffin**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this the 16th day of July, 2010.

Notary Public

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $69,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

R. Garry Chaffin, Trustee

Sworn to and subscribed before me this the 16th day of July, 2010.

Notary Public

My Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012

CERTIFICATE OF AUTHENTICITY

I, Casey Keller, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Casey Keller

State of Tennessee
County of Davidson

Personally appeared before me, Amy D. Nix, a notary public for this county and state, Casey Keller, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012

CHAFFIN & BURNSED, PLLC

EXHIBIT
A

RECEIVED
2010 JUN 17 AM 6:47
INTERNAL REVENUE SERVICE
TECHNICAL SERVICES
NASHVILLE, TN

June 14, 2010

Via Certified Mail, Return Receipt Requested
And Regular Mail

Internal Revenue Service
PO Box 21126
Philadelphia, PA 19114

Internal Revenue Service
Attn: Technical Services Advisory Group Manager
801 Broadway
MDP 53
Nashville, Tennessee 37203

Re: Section 7425 Notice of Sale

Borrower:	**Christian Properties, Inc.**
Grantor:	**Christian Properties, Inc., whose current address is believed to be 2212 8th Avenue S., Nashville, Tennessee 37204**
Lender:	**Renasant Bank, successor by merger to Capital Bank & Trust Company**
Address:	**2524 Willowbranch Drive (Lot 11), Nashville, TN 37217, 2534 Willowbranch Drive (Lot 9), Nashville, TN 37217, 2538 Willowbranch Drive (Lot 10), Nashville, TN 37217 conveyed by Warranty Deed of record in Instrument No. 20070622-0074796, Register's Office for Davidson County, TN**
Map/Parcel:	**149-03-0-126.00 (2524 Willowbranch Drive) 149-03-0-124.00 (2534 Willowbranch Drive) 149-03-0-125.00 (2538 Willowbranch Drive)**
Deed of Trust (being foreclosed):	**Instrument No. 20070622-0074797, Register's Office for Davidson County, TN**
Lien(s):	**Notice of Federal Tax Lien dated May 11, 2010, of record in Instrument No. 20100517-0037569 ($24,693.14) Register's Office for Davidson County, TN**

Dear Sir or Madam:

This firm represents Renasant Bank, successor by merger to Capital Bank & Trust, who holds a Promissory Note ("Note") executed by Christian Properties, Inc., in the original principal amount of $767,360.00. Said Note is secured by a Deed of Trust dated June 20, 2007, and recorded June 22, 2007 in Instrument No. 20070622-0074797, Register's Office of Davidson

County, Tennessee. The Note is in default and demand for payment of the amount in default has been made, but such demand has not been honored. The holder of the Note and Deed of Trust has declared the Note to be in default so that full payment of the Note is now required, has demanded that the property covered by the Deed of Trust be sold, and has directed that the sale be advertised and sold in satisfaction of said indebtedness and the costs of foreclosure.

It is my understanding that the Internal Revenue Service has filed one (1) Notice of Federal Tax Lien against the property, which notices were filed in the Register's Office of Davidson County, Tennessee where the property is located. This notice is being submitted to you pursuant to Section 7425 of the Internal Revenue Code of 1986, as amended, as follows:

1. This notice is submitted by Kate Winter, on behalf of Renasant Bank. My address is Chaffin & Burnsed, PLLC, 2909 Poston Avenue, Fridrich Building, First Floor, Nashville, TN 37203, and the phone number is (615) 460-7478 (as shown above).

2. The Small Business / Self Employed Area #5 of the Internal Revenue Service has filed a Notice of Federal Tax Lien ("Tax Lien Notice 1") against Christian Properties, Inc., in the initial amount of $24,693.14. The address of said taxpayer as shown on the Tax Lien Notice is 2212 8th Ave S, Nashville, TN 37204-2206. The Notice bears Serial Number 654907710 and was dated May 11, 2010, and is of record in Instrument No. 20100517-0037569, Register's Office of Davidson County Tennessee, having been recorded at said Register's Office on May 17, 2010. A copy of the Notice is enclosed herewith for your convenience. **(Exhibit A)**

3. The street addresses, per the Davidson County Property Assessor's Office, of the properties affected by this notice are 2524 Willowbranch Drive, Nashville, TN 37217; 2534 Willowbranch Drive, Nashville, TN 37217; 2538 Willowbranch Drive, Nashville, TN 37217 said property being more particularly described in **Exhibit B**, which is enclosed herewith.

4. The real property herein described will be sold at public auction for cash on Friday, July 16, 2010, at 10:00 a.m. outside the door of the Register of Deeds Office located at 501 Broadway, at the Northwest Entrance to the Bridgestone Arena (formerly Sommet Center), Nashville, Tennessee. Enclosed herewith is a copy of the Notice of Foreclosure. **(Exhibit C)**

5. The total indebtedness secured by the Deed of Trust as of April 27, 2010 is approximately $112,388.54, plus the expenses and attorney's fees incurred in connection with this foreclosure. The per diem rate of interest for every day after that date is $13.84. It is anticipated that additional costs and expenses in this foreclosure will be less than $5,000.00.

The property herein described is also subject to the following encumbrances we have found of record as of June 1, 2010:

A. Real estate taxes on 2524 Willowbranch Drive (Lot 11) / Map & Parcel 149-03-0-126.00 for the year 2009 in the approximate amount of $361.19 plus penalty & interest and the year 2008 in the approximate amount of $459.96 plus penalty & interest. (Davidson County)

B. Real estate taxes on 2534 Willowbranch Drive (Lot 9) / Map & Parcel 149-03-0-124.00 for

the year 2009 in the approximate amount of $361.19 plus penalty & interest and the year 2008 in the approximate amount of $459.96 plus penalty & interest. (Davidson County)

C. Real estate taxes on 2538 Willowbranch Drive (Lot 10) / Map & Parcel 149-03-0-125.00 for the year 2009 in the approximate amount of $361.19 plus penalty & interest and the year 2008 in the approximate amount of $142.29 plus penalty & interest. (Davidson County)

D. FORECLOSURE RELATES TO THIS LIEN: Deed of Trust executed by Christian Properties, Inc., to R. Rick Hart, Trustee, to secure Capital Bank & Trust Company in the original principal indebtedness of $767,360.00, dated June 20, 2007, and recorded on June 22, 2007, in Instrument No. 20070622-0074797, said Register's Office. This Deed of Trust was partially released as to Lot No. 8 in a Partial Release of Lien dated April 7, 2010, and recorded on April 22, 2010 in Instrument No. 20100422-0030605, said Register's Office.

E. Order of Default Judgment in favor of Central Woodwork, Inc. against Christian Properties, Inc. and Van E. Christian, II in the amount of $3,526.30 dated September 4, 2009, and recorded on September 22, 2009 in Instrument No. 20090922-0088308, said Register's Office.

F. Subject to all matters shown on the Plan of Addition to Edge-O-Lake Estates of record in Plat Book 6250, Page 391, as corrected by Surveyor's Certificate of Correction of record in Book 6525, Page 812, Register's Office for Davidson County, Tennessee.

G. Right of Way Deed of record in Book 2905, Page 435 and Book 2905, Page 495, in the Register's Office for Davidson County, Tennessee.

H. Restrictions of record in Book 1489, Page 75, and Book 1494, Page 289, in the Register's Office of Davidson County, Tennessee.

Please accept this letter as the twenty-five (25) day notice required by Section 7425 of the Internal Revenue Code of 1986, as amended, which notice must be given to the Secretary of the Treasury or his delegate as provided for by the relevant federal regulations. Please advise me immediately of any deficiency or inadequacy in this notice.

Sincerely,

CHAFFIN & BURNSED, PLLC

Kate Winter

Kate Winter, Esq.

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Internal Revenue Service
Technical Services Advisory Group Mgr
801 Broadway, MDP 53
Nashville, Tennessee 37203

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Holly Reddi ☐ Agent ☐ Addressee

B. Received by (Printed Name) Holly Redding C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
JUN 17 2010
Internal Revenue Service
Nashville Mail Center

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7009 3410 0001 1595 3714

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Internal Revenue Service
PO Box 21126
Philadelphia, PA 19114

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X IRS Received ☐ Agent ☐ Addressee

B. Received by (Printed Name) JUN 18 2010 C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7009 3410 0001 1595 3721

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540