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

Davidson County DEEDTRS
Recvd: 11/01/10 08:43 37 pgs
Fees:188.00 Taxes:416.25
20101101-0086992

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Community First Bank & Trust 501 South James Campbell Blvd. Columbia, Tennessee 38401	SAME	163-00-0-002.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to Community First Bank & Trust ("Lender");

WHEREAS, Lender is the beneficiary of the Deed of Trust of record in Instrument Number 20071106-0130786, 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 Marc R. Lively, 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 Heather D. Wood 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 20100830-0068503, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Substitute Trustee of the default in the payments called for in the note secured by the above Deed of Trust and demanded that the Substitute 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 notice required by Tennessee Code Annotated Section 67-1-1443 (b)(1) to be given has been timely given and 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 (**Exhibit B**);

WHEREAS, the Substitute Trustee did advertise the property for sale in the "The Nashville Scene" on September 9, 2010, September 16, 2010, and September 23, 2010, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the original sale date as noticed was Wednesday, October 6, 2010 and the Substitute Trustee or his representative appeared at 10:00 am CST outside the front door, facing the new Public Square Park, of the historic Davidson County Courthouse, One Public Square, in Nashville, Davidson County, Tennessee and gave notice to all prospective bidders that the sale was adjourned and continued to October 15, 2010 at 10:00 am CST at the same location;

WHEREAS, the adjourned and continued sale date as noticed was October 15, 2010 and the

Substitute Trustee or his representative appeared at 10:00 am CST outside the front door, facing the new Public Square Park, of the historic Davidson County Courthouse, One Public Square, in Nashville, Davidson County, Tennessee and gave notice to all prospective bidders that the sale was adjourned and continued to Wednesday, October 22, 2010 at 10:00 am CST at the same location;

WHEREAS, the adjourned and continued sale date as noticed was October 22, 2010 and the Substitute Trustee or his representative appeared at 10:00 am CST outside the front door, facing the new Public Square Park, of the historic Davidson County Courthouse, One Public Square, in Nashville, Davidson County, Tennessee and gave notice to all prospective bidders that the sale was adjourned and continued to Wednesday, October 27, 2010 at 2:00 pm CST at the same location;

WHEREAS, the Substitute Trustee or his representative, in accordance with the requirements of the above Deed of Trust and the publicly announced notice of postponement of the sale of the subject property, did on the 27th day of October, 2010, appear and conduct the sale of the herein described property;

WHEREAS, Community First Bank & Trust did place the highest bid for the subject property, being the sum of $112,500.00; and

NOW THEREFORE, for and in consideration of the sum of $112,500.00, the Substitute Trustee has bargained and sold, and by these presents does transfer and convey unto the said Community First Bank & Trust, the Grantee herein, its successors and assigns, the property described as follows:

Beginning at a point in the center of a lane running east and west, and also center of a lane running north and south, and being the southwest corner of Lot No. 10, and running from said beginning point along the center line of the north and south lane degrees and distances as follows: north 1 ½ degrees east 632 feet to a point opposite an old fence, which point is L. Carper's southwest corner; thence along the old fence, Carper's south boundary, south 88 ½ degrees east 633 feet to a fence corner; thence with the fence south 1 ½ degrees west 740 feet to a point in the center of the lane, the southeast corner of this tract and the southwest corner of Lot No. 1 in said subdivision, which is now owned by Mrs. Morton; thence along the center of the lane, north 78 degrees 45 minutes west 650 feet, more or less, to the point of beginning, containing ten acres, ten square poles, more or less.

Being the same property conveyed to Christian Properties, Inc. by Deed from Michael T. Dukes and wife, Sarah Dukes, dated November 5, 2007, and recorded on November 6, 2007, in Instrument No. 20071106-0130785, Register's Office for Davidson County, Tennessee.

Property Address: 0 Moss Road
Antioch, Davidson County, Tennessee 37013

Map Par. No.: 163-00-0-002.00

(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 rights, exemptions and/or 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. 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 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.

WITNESS, my hand this 27th day of October, 2010.

Heather Wood
Heather D. Wood, 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 **Heather D. Wood,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 27th day of October, 2010.

Amy D. Nix
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 $112,500.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Heather Wood
Heather D. Wood, Trustee

Sworn to and subscribed before me this the 27th day of October, 2010.

Amy D. Nix
Notary Public

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

My Commission Expires: _____

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

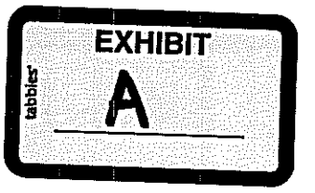
Personally appeared before me, Amy D. Nix, a notary public for this county and state, Casey Keller, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires JULY 3, 2012



September 7, 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:	Community First Bank & Trust
Address:	0 Moss Road, Antioch, TN 37013
Map/Parcel:	163-00-0-002.00
Deed of Trust (being foreclosed):	Instrument No. 20071106-0130786, Register's Office for Davidson County, TN
Lien(s):	Notice of Federal Tax Lien recorded May 17, 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 Community First Bank & Trust, who holds a Promissory Note ("Note") executed by Christian Properties, Inc., in the original principal amount of $168,750.00. Said Note is secured by a Deed of Trust dated November 5, 2007, and recorded November 6, 2007 in Instrument No. 20071106-0130786, Register's Office of Davidson County, Tennessee. 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 notice was 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 Heather D. Wood, on behalf of Community First Bank & Trust. 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 address, per the Davidson County Property Assessor's Office, of the property affected by this notice is 0 Moss Road, Antioch, Tennessee 37013, 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 WEDNESDAY, OCTOBER 6, 2010 at 10:00 am LOCAL TIME OUTSIDE THE FRONT DOOR, FACING THE NEW PUBLIC SQUARE PARK, OF THE HISTORIC DAVIDSON COUNTY COURTHOUSE, ONE PUBLIC SQUARE, IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE. (Exhibit C)

5. The total indebtedness secured by the Deed of Trust as of March 8, 2010 is approximately $178,536.26, 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 $32.59. 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 September 1, 2010:

A. Real estate taxes on 0 Moss Road / Map & Parcel 163-00-0-002.00 for the year 2009 in the approximate amount of $2,360.32 plus penalty & interest and the year 2008 in the approximate amount of $1,995.61 plus penalty & interest. (Davidson County)

B. FORECLOSURE RELATES TO THIS LIEN: Deed of Trust executed by Christian Properties, Inc., to Marc R. Lively, Trustee, to secure Community First Bank & Trust in the original principal indebtedness of $168,750.00, dated November 5, 2007, and recorded on November 6, 2007, in Instrument No. 20071106-0130786, said Register's Office. Said Deed of Trust was modified by Modification of Deed of Trust of record in Instrument No. 20081223-0122276, said Register's Office, and Instrument No. 20090403-0030439, said Register's Office.

C. All matters shown on the Plan of record in Book 57, Page 111, Register's Office for Davidson County, Tennessee.

D. Tennessee Department of Revenue, Notice of State Tax Lien dated June 15, 2010, and recorded on June 21, 2010, in Instrument No. 20100621-0047983, said Register's Office.

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

HW Wood

Heather D. Wood

Enclosures

cc: Community First Bank & Trust

EXHIBIT tabbies A

3592

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (800) 829-3903

Serial Number
654907710

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

BILL GARRETT, Davidson County
Trans:T20100829314 LIENFTL
Recvd: 05/17/10 09:10 1 pgs
Fees:12.00 Taxes:0.00
20100517-0037569

Name of Taxpayer CHRISTIAN PROPERTIES INC
a Corporation

Residence
2212 8TH AVE S
NASHVILLE, TN 37204-2206

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1120	12/31/2007	77-0596477	04/13/2009	05/13/2019	24618.05
941	12/31/2007	77-0596477	04/07/2008	05/07/2018	
941	12/31/2007	77-0596477	11/10/2008	12/10/2018	75.09

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

Total $ 24693.14

This notice was prepared and signed at NASHVILLE, TN, on this,

the 11th day of May, 2010.

Signature K. A. Mitchell
for THERESA HARLEY

Title
ACS
(800) 829-3903

25-00-0008

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

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X



Legal Description:

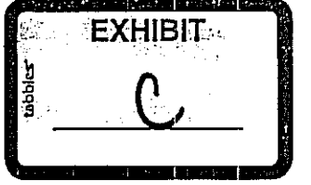
Beginning at a point in the center of a lane running east and west, and also center of a lane running north and south, and being the southwest corner of Lot No. 10, and running from said beginning point along the center line of the north and south lane degrees and distances as follows: north 1 ½ degrees east 632 feet to a point opposite an old fence, which point is L. Carper's southwest corner; thence along the old fence, Carper's south boundary, south 88 ½ degrees east 633 feet to a fence corner; thence with the fence south 1 ½ degrees west 740 feet to a point in the center of the lane, the southeast corner of this tract and the southwest corner of Lot No. 1 in said subdivision, which is now owned by Mrs. Morton; thence along the center of the lane, north 78 degrees 45 minutes west 650 feet, more or less, to the point of beginning, containing ten acres, ten square poles, more or less.

Being the same property conveyed to Christian Properties, Inc. by Deed from Michael T. Dukes and wife, Sarah Dukes, dated November 5, 2007, and recorded on November 6, 2007, in Instrument No. 20071106-0130785, Register's Office for Davidson County, Tennessee.

Property Address: 0 Moss Road
Antioch, Davidson County, Tennessee 37013

Map Par. No.: 163-00-0-002.00

(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.)



SUBSTITUTE TRUSTEE SALE NOTICE

WHEREAS, Christian Properties, Inc., by way of a Deed of Trust, dated November 5, 2007, of record in Instrument Number 20071106-0130786, Register's Office for Davidson County, Tennessee, conveyed to Marc R. Lively, Trustee, for the benefit of Community First Bank & Trust, (hereinafter may be referred to as "Lender"), Beneficiary, the hereinafter described real property, to which reference is hereby made, and to secure payment of indebtedness then existing or to arise thereafter. The term "Deed of Trust" shall include any and all modifications, renewals, extensions or amendments thereto, whether noted above or otherwise;

WHEREAS, Community First Bank & Trust, the beneficiary of the indebtedness and Deed of Trust, did appoint Heather D. Wood as Substitute Trustee, by instrument of record in Instrument Number 20100830-0068503, Register's Office for Davidson County, Tennessee;

WHEREAS, Default in the payment of the note secured by said Deed of Trust has been made;

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;

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 notice required by Tennessee Code Annotated Section 67-1-1443 (b)(1) to be given has been timely given and 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; and

WHEREAS, the owner and holder of said note has demanded that the property securing the Deed of Trust be advertised and sold, in accordance with the terms and provisions of the applicable note and Deed of Trust; and

NOW THEREFORE, notice is hereby given that Heather D. Wood, Substitute Trustee, or agent, pursuant to the power, duty and authority vested in and imposed upon in said Deed of Trust will on WEDNESDAY, OCTOBER 6, 2010 at 10:00 am LOCAL TIME OUTSIDE THE FRONT DOOR, FACING THE NEW PUBLIC SQUARE PARK, OF THE HISTORIC DAVIDSON COUNTY COURTHOUSE, ONE PUBLIC SQUARE, IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE offer for sale to the highest bidder for cash and free from

the equity of redemption, the statutory right of redemption, homestead, and all exemption/exceptions which are expressly provided in said Deed of Trust, certain real property situated in Davidson County, described as follows:

Beginning at a point in the center of a lane running east and west, and also center of a lane running north and south, and being the southwest corner of Lot No. 10, and running from said beginning point along the center line of the north and south lane degrees and distances as follows: north 1 ½ degrees east 632 feet to a point opposite an old fence, which point is L. Carper's southwest corner; thence along the old fence, Carper's south boundary, south 88 ½ degrees east 633 feet to a fence corner; thence with the fence south 1 ½ degrees west 740 feet to a point in the center of the lane, the southeast corner of this tract and the southwest corner of Lot No. 1 in said subdivision, which is now owned by Mrs. Morton; thence along the center of the lane, north 78 degrees 45 minutes west 650 feet, more or less, to the point of beginning, containing ten acres, ten square poles, more or less.

Being the same property conveyed to Christian Properties, Inc. by Deed from Michael T. Dukes and wife, Sarah Dukes, dated November 5, 2007, and recorded on November 6, 2007, in Instrument No. 20071106-0130785, Register's Office for Davidson County, Tennessee.

Property Address: 0 Moss Road
Antioch, Davidson County, Tennessee 37013

Map Par. No.: 163-00-0-002.00

(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 applicable recorded document, including but not limited to 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 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 transfer shall be 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, and will sell and convey the subject real property by Substitute Trustee's Deed only.

The Substitute 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, without further publication and upon announcement at the time and place for the sale set forth herein:

1. To adjourn the sale to another time during regular business hours on a different day or place or cancel/rescind the sale;

2. To delay the sale for a reasonable time during regular business hours on the same day, to be continued at the announced place and time, and to this end Substitute Trustee reserves the right to delay the sale of the Property to take place at the actual Property location(s) or at such other location as is orally announced and in such instance, the precise time of sale or sales will be announced at the time and place for the sale set forth herein;

3. To sell the Property at the time fixed by the last postponement or to give new notice of sale;

4. To sell the secured property in such lots, parcels, segments or separate estates as may accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances, and to this end Substitute Trustee may sell the property first in whole and then in part, and ultimately consummate the sale in which ever manner produces the most advantageous result.

5. To sell part of the Property and delay, adjourn, cancel or postpone the sale of the remaining part of the Property;

6. To sell the Property to the next highest bidder in the event any higher bidder does not comply with the terms of the sale.

Other interested parties: Tax Assessor for Davidson County, Tennessee; Internal Revenue Service Department of the Treasury; State of Tennessee Department of Revenue; JRMK, Co., Inc. d/b/a Tennessee Mortgage Professionals; Christian Properties, Inc.; Van E. Christian, II; and Community First Bank & Trust;

This the 1st day of September, 2010.

Heather D. Wood
CHAFFIN & BURNSED, PLLC
2909 Poston Avenue
Fridrich Building, First Floor
Nashville, TN 37203
615.460.7478

Insertion Dates in *The Nashville Scene:* September 9, 2010, September 16, 2010 and September 23, 2010.

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

CHAFFIN & BURNSED, PLLC
ATTORNEYS AT LAW

October 22, 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

RECEIVED
2010 OCT 25 PM 3:38
INTERNAL REVENUE SERVICE
TECHNICAL SERVICES
NASHVILLE, TN

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:	**Community First Bank & Trust**
Address:	**0 Moss Road, Antioch, TN 37013**
Map/Parcel:	**163-00-0-002.00**
Deed of Trust (being foreclosed):	**Instrument No. 20071106-0130786, Register's Office for Davidson County, TN**
Lien(s):	**Notice of Federal Tax Lien recorded May 17, 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 Community First Bank & Trust, who holds a Promissory Note ("Note") executed by Christian Properties, Inc., in the original principal amount of $168,750.00. Said Note is secured by a Deed of Trust dated November 5, 2007, and recorded November 6, 2007 in Instrument No. 20071106-0130786, Register's Office of Davidson County, Tennessee. 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.

Our file indicates that the Department of Treasury, Internal Revenue Service, has an interest (federal tax lien) in the above-referenced foreclosure sale by way of a tax lien recorded in

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
Tech Services Advisory Group Mgr
801 Broadway, MDP 53
Nashville, Tennessee 37203

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X J. Brown ☐ Agent ☐ Addressee

B. Received by (Printed Name) J. Brown C. Date of Delivery

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

RECEIVED
SEP 08 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) 7010 0290 0001 9292 4839

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 ☐ Agent ☐ Addressee

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

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

Received
SEP 10 2010

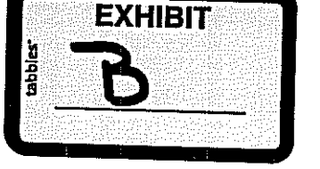
3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 0290 0001 9292 4822

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





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

October 11, 2010

Heather Wood
Chaffin & Burnsed PLLC
2909 Poston Ave, 1st Floor
Nashville, Tn 37203

Re: Foreclosure Sale of Property Owned by: **Christian Properties Inc.**
Entity Number: **005 0445032**
0 Moss Road

This is in reference to your letter dated September 7, 2010 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 **October 15, 2010** is **$ 29,947.70**. (*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*

CHAFFIN & BURNSED, PLLC
ATTORNEYS AT LAW

September 7, 2010

Via Regular Mail,
Certified Mail, Return Receipt Requested

Revenue Enforcement Division
Attn: Tessa Stromatt
Special Procedures Section
PO Box 190665
Nashville, Tennessee 37219-066

Re: *Foreclosure Sale*
Borrower: Christian Properties, Inc.
Grantor: Christian Properties, Inc.
Lender: Community First Bank & Trust
Address: 0 Moss Road, Antioch, TN 37013
Map/Parcel: 163-00-0-002.00
Deed of Trust (being foreclosed): Instrument No. 20071106-0130786, Register's Office for Davidson County, TN
Lien: *Tennessee Department of Revenue, Instrument No. 20100621-0047983, said Register's Office, recorded on 06/21/2010*

Dear Ms. Stromatt:

This firm represents Community First Bank & Trust. A Deed of Trust in favor of Community First Bank & Trust was recorded on November 6, 2007, in Instrument No. 20071106-0130786, Register's Office for Davidson County, Tennessee ("Deed of Trust"). The original grantor is Christian Properties, Inc. The Deed of Trust, among other things, secures payment of a promissory note made by Christian Properties, Inc. in the original amount of $168,750.00.

Due to defaults in the terms of the loan documents, Community First Bank & Trust has instructed us to begin foreclosure proceedings of the above-referenced property. The approximate payoff, as of March 8, 2010 was $178,536.26 which amount does not include attorney fees and expenses, interest and fees that will continue to accrue.

Our file indicates that the State (Department of Revenue) has an interest (state tax lien) in the above-referenced foreclosure sale by way of a tax lien recorded in Instrument No. 20100621-0047983, Register's Office for Davidson County, Tennessee, recorded on or about June 21, 2010.

We have included an additional copy of this letter that we would appreciate you stamping filed and returning same to us in the self-addressed stamped envelope. Thank you.

Sincerely,

CHAFFIN & BURNSED, PLLC

H Wood

Heather D. Wood

Enclosures

cc: Community First Bank & Trust

SS002-208

Davidson County DOT
Recvd: 11/06/07 10:43 9 pgs
Fees:48.00 Taxes:191.75
20071106-0130786

EXHIBIT
tabbies
A

RECORDATION REQUESTED BY:
Community First Bank & Trust
Cool Springs
9045 Carothers Parkway
Franklin, TN 37067

WHEN RECORDED MAIL TO:
Community First Bank & Trust
Cool Springs
9045 Carothers Parkway
Franklin, TN 37067

Return to:
TALBOTT
TITLE & ESCROW, LLC
213 Ward Circle, Brentwood, TN 37027
Phone (615) 661-8000
Fax (615) 661-8427

SEND TAX NOTICES TO:
CHRISTIAN PROPERTIES INC
213 WARD CIRCLE SUITE 102
BRENTWOOD, TN 37027

OWNER:
CHRISTIAN PROPERTIES INC
213 WARD CIRCLE SUITE 102
BRENTWOOD, TN 37027

FOR RECORDER'S USE ONLY

This Deed of Trust prepared by:

Name: Community First Bank & Trust
Address: 9045 Carothers Parkway
City, State, ZIP: Franklin, TN 37067

DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $168,750.00.

THIS DEED OF TRUST is dated November 5, 2007, among CHRISTIAN PROPERTIES INC, whose address is 213 WARD CIRCLE SUITE 102, BRENTWOOD, TN 37027 ("Grantor"); Community First Bank & Trust, whose address is Cool Springs, 9045 Carothers Parkway, Franklin, TN 37067 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and MARC R. LIVELY, whose address is 501 S JAMES CAMPBELL BLVD, COLUMBIA, TN 38401 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For and in consideration of Five Dollars ($5.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold, and does hereby bargain, sell, convey and confirm unto the Trustee in trust, with Power of Sale, for the benefit of Lender as Beneficiary, 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 real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Davidson County, State of Tennessee:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 0 Moss Road, Antioch, TN 37013.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all

Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Tennessee law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a full value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan.

up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor shall well and truly pay and perform the obligations at the time and times, and in the manner mentioned in this Deed of Trust, and shall well and truly abide by and comply with each and every term, covenant and condition set forth in this Deed of Trust, then this conveyance shall be and become null and void and the Trustee shall convey the Property to the Grantor by release deed at Grantor's expense.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor, the same being expressly waived, to declare the entire Indebtedness immediately due and payable, including (if permitted by applicable law) any prepayment penalty for which Grantor may be obligated.

Foreclosure. With respect to all or any part of the Real Property, (a) the Trustee, at the Lender's request, shall have the right to enter and take possession of the Real Property and to sell all or part of the Real Property, at public auction, to the highest bidder for cash, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, after giving notice of the time, place and terms of such sale and of the Real Property to be sold as required by law, or (b) the Trustee or the Lender shall have the right to foreclose by judicial proceeding, in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to make application to a court of competent jurisdiction to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property prior to foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled, the equity of redemption, any statutory or common law right of redemption, homestead, dower, marital share and all other exemptions and other rights which might defeat, reduce or affect the right of the Lender to sell the Real Property or the Personal Property for the collection of the Indebtedness. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Grantor. Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying that Real Property without any covenant or warranty, express or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this paragraph, Grantor, or any person holding possession of the Real Property through Grantor, shall immediately surrender possession of the Real Property to the purchaser at the sale. If possession is not surrendered, Grantor or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Real Property after sale.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this

Deed of Trust or the interest of Lender under this Deed of Trust.

Indemnification of Trustee. Grantor agrees to indemnify Trustee for all reasonable costs, charges, and attorneys' fees incurred by Trustee if Trustee is made a party to or intervenes in any action or proceeding affecting the Property, the title to the Property, or the interest of the Trustee or the Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Trustee shall have the authority, in Trustee's discretion, to employ all proper agents and attorneys in the execution of Trustee's duties under this Deed of Trust and in conducting any sale made pursuant to the terms of this Deed of Trust and to pay for the services rendered by such agents and attorneys out of the proceeds of the sale of the Property. If no sale is made, or if the proceeds of the sale are insufficient to pay such agents and attorneys, then Grantor agrees to pay the cost of such services. The parties in interest hereby waive the necessity of Trustee making oath, filing inventory, or giving bond as security for the execution of this trust, as may be required by the laws of Tennessee.

Successors and Assigns. In the event of the death, refusal, or of inability for any cause, on the part of Trustee named in this Deed of Trust, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to Lender, Lender is authorized, either in Lender's own name or through an attorney or attorneys in fact appointed for that purpose, by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named in this Deed of Trust and such like power of substitution shall continue so long as any part of the debt secured by this Deed of Trust remains unpaid.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Tennessee.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Miscellaneous Waivers. Grantor waives all right of homestead, equity of redemption, statutory right of redemption, and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United

States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Community First Bank & Trust, and its successors and assigns.

Borrower. The word "Borrower" means CHRISTIAN PROPERTIES INC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Waste Management Substances Act of 1998, T.C.A., 68-212-201, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means CHRISTIAN PROPERTIES INC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Community First Bank & Trust, its successors and assigns.

Note. The word "Note" means the promissory note dated November 5, 2007, in the original principal amount of $168,750.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is November 5, 2008. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

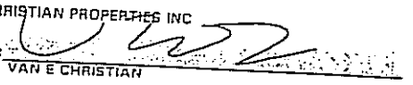
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means MARC A. LIVELY, whose address is 501 S JAMES CAMPBELL BLVD, COLUMBIA, TN 38401 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CHRISTIAN PROPERTIES INC

By: 
VAN E CHRISTIAN

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Williamson)

Before me, Spencer R. Tabbutt, a Notary Public in and for the State and County aforesaid, personally appeared VAN E CHRISTIAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the President of CHRISTIAN PROPERTIES INC., the within-named bargainor, a corporation, and that he or she as such President of CHRISTIAN PROPERTIES INC, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such President of CHRISTIAN PROPERTIES INC.

WITNESS my hand and seal at office, on the 5th day of November, 2007.

My Commission Expires: 1-23-2011 Notary Public

Laser Pro, Ver. 5.37.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - TN S:\CFIWIN\LPL\G01.FC TR-20544 PR-28

Notary Seal present,
but could not be reproduced.

Bill Garrett
Davidson County Register of Deeds

Exhibit A

Beginning at a point in the center of a lane running east and west, and also center of a lane running north and south, and being the southwest corner of Lot No. 10, and running from said beginning point along the center line of the north and south lane degrees and distance as follows: north 1 ¼ degrees east 632 feet to a point opposite an old fence, which point is L. Carper's southwest corner; thence along the old fence, Carper's south boundary, south 88 ¼ degrees east 833 feet to a fence corner; thence with the fence, south 1 ¼ degrees west 740 feet to a point in the center of the lane, the southeast corner of this tract and the southwest corner of Lot No. 1 in said subdivision, which is now owned by Mr. Morton; thence along the center of the lane, north 78 degrees 45 minutes west 650 feet, more or less, to the point of beginning, containing ten acres, ten square poles, more or less.

BEING the same property conveyed to Michael T. Dukes and wife, Sarah Dukes from Leslie Marie Babb and David A. Pratt, by Deed dated February 17, 2004, and recorded on March 8, 2004, as Document No. 20040308-0026123, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Christian Properties Inc from Michael T. & Sarah Dukes, by Deed dated 11/5/07, 2007, and recorded on 11/10/07, 2007 as Document No. 20071110-0130185, Register's Office for Davidson County, Tennessee.

N0007501

201009510050 3

TENNESSEE DEPARTMENT OF REVENUE

EXHIBIT
tabbies B

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:

CHRISTIAN PROPERTIES, INC.

D/B/A: CHRISTIAN PROPERTIES, INC.
9463 CHESAPEAKE DR
BRENTWOOD TN 37027-8705

ENTITY ID:

005 0445032/000

005 0445032

COUNTY: DAVIDSON

This instrument was prepared by the Tennessee Department of Revenue.

Witness my hand, at Nashville, Tennessee, on June 15, 2010.

COMMISSIONER OF REVENUE

By: William E. Hoskins
Delegate of Commissioner

FOR REGISTER USE ONLY .... PRINT OR STAMP

BOOK NO PAGE NO. DATE TIME

REGISTER BILL GARRETT, Davidson County
Trans:T20100037446 LIENSTL
Recvd: 06/21/10 09:56 1 pgs
Fees:12.00 Taxes:0.00
20100621-0047983

BY:

RV-N0007501



SUBSTITUTE TRUSTEE SALE NOTICE

WHEREAS, Christian Properties, Inc., by way of a Deed of Trust, dated November 5, 2007, of record in Instrument Number 20071106-0130786, Register's Office for Davidson County, Tennessee, conveyed to Marc R. Lively, Trustee, for the benefit of Community First Bank & Trust, (hereinafter may be referred to as "Lender"), Beneficiary, the hereinafter described real property, to which reference is hereby made, and to secure payment of indebtedness then existing or to arise thereafter. The term "Deed of Trust" shall include any and all modifications, renewals, extensions or amendments thereto, whether noted above or otherwise;

WHEREAS, Community First Bank & Trust, the beneficiary of the indebtedness and Deed of Trust, did appoint Heather D. Wood as Substitute Trustee, by instrument of record in Instrument Number 20100830-0068503, Register's Office for Davidson County, Tennessee;

WHEREAS, Default in the payment of the note secured by said Deed of Trust has been made;

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;

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 notice required by Tennessee Code Annotated Section 67-1-1443 (b)(1) to be given has been timely given and 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; and

WHEREAS, the owner and holder of said note has demanded that the property securing the Deed of Trust be advertised and sold, in accordance with the terms and provisions of the applicable note and Deed of Trust; and

NOW THEREFORE, notice is hereby given that Heather D. Wood, Substitute Trustee, or agent, pursuant to the power, duty and authority vested in and imposed upon in said Deed of Trust will on **WEDNESDAY, OCTOBER 6, 2010 at 10:00 am LOCAL TIME OUTSIDE THE FRONT DOOR, FACING THE NEW PUBLIC SQUARE PARK, OF THE HISTORIC DAVIDSON COUNTY COURTHOUSE, ONE PUBLIC SQUARE, IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE** offer for sale to the highest bidder for cash and free from

the equity of redemption, the statutory right of redemption, homestead, and all exemption/exceptions which are expressly provided in said Deed of Trust, certain real property situated in Davidson County, described as follows:

Beginning at a point in the center of a lane running east and west, and also center of a lane running north and south, and being the southwest corner of Lot No. 10, and running from said beginning point along the center line of the north and south lane degrees and distances as follows: north 1 ½ degrees east 632 feet to a point opposite an old fence, which point is L. Carper's southwest corner; thence along the old fence, Carper's south boundary, south 88 ½ degrees east 633 feet to a fence corner; thence with the fence south 1 ½ degrees west 740 feet to a point in the center of the lane, the southeast corner of this tract and the southwest corner of Lot No. 1 in said subdivision, which is now owned by Mrs. Morton; thence along the center of the lane, north 78 degrees 45 minutes west 650 feet, more or less, to the point of beginning, containing ten acres, ten square poles, more or less.

Being the same property conveyed to Christian Properties, Inc. by Deed from Michael T. Dukes and wife, Sarah Dukes, dated November 5, 2007, and recorded on November 6, 2007, in Instrument No. 20071106-0130785, Register's Office for Davidson County, Tennessee.

Property Address: 0 Moss Road
Antioch, Davidson County, Tennessee 37013

Map Par. No.: 163-00-0-002.00

(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 applicable recorded document, including but not limited to 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 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 transfer shall be 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, and will sell and convey the subject real property by Substitute Trustee's Deed only.

The Substitute 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, without further publication and upon announcement at the time and place for the sale set forth herein:

1. To adjourn the sale to another time during regular business hours on a different day or place or cancel/rescind the sale;

2. To delay the sale for a reasonable time during regular business hours on the same day, to be continued at the announced place and time, and to this end Substitute Trustee reserves the right to delay the sale of the Property to take place at the actual Property location(s) or at such other location as is orally announced and in such instance, the precise time of sale or sales will be announced at the time and place for the sale set forth herein;

3. To sell the Property at the time fixed by the last postponement or to give new notice of sale;

4. To sell the secured property in such lots, parcels, segments or separate estates as may accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances, and to this end Substitute Trustee may sell the property first in whole and then in part, and ultimately consummate the sale in which ever manner produces the most advantageous result.

5. To sell part of the Property and delay, adjourn, cancel or postpone the sale of the remaining part of the Property;

6. To sell the Property to the next highest bidder in the event any higher bidder does not comply with the terms of the sale.

Other interested parties: Tax Assessor for Davidson County, Tennessee; Internal Revenue Service Department of the Treasury; State of Tennessee Department of Revenue; JRMK, Co., Inc. d/b/a Tennessee Mortgage Professionals; Christian Properties, Inc.; Van E. Christian, II; and Community First Bank & Trust;

This the 1st day of September, 2010.

Heather D. Wood
CHAFFIN & BURNSED, PLLC
2909 Poston Avenue
Fridrich Building, First Floor
Nashville, TN 37203
615.460.7478

Insertion Dates in *The Nashville Scene:* September 9, 2010, September 16, 2010 and September 23, 2010.

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

Lawyers Title Insurance Corporation
725 Cool Springs Blvd.; Suite 160, Franklin, TN 37067
(615)435-1100 FAX: (615)435-1101

EXHIBIT D

September 1, 2010

Chaffin & Burnsed, PLLC
The Fridrich Building, 2909 Poston Ave
Nashville, TN 37203
Phone:(615)460-7478 Fax: (615)460-7484

RE: File Number 201002181
CFB-009

08-31-10 PLD

Sir/Madam:

Subject to matters hereinafter mentioned, and as of 02/10/10 at 08:00 AM, we made a title search and the grantee of the last deed to the property hereinafter described was Christian Properties, Inc..

See next page

Buyer: Christian Properties, Inc.

1. Taxes for the year of 2010 a lien, not yet due and payable.

   Taxes for the year 2009, Map 163 Parcel 2.00
   Davidson County, $2360.32 ~~a lien due & payable but not yet delinquent~~ now Delinquent

   Still due

   Taxes for the year 2008,
   Davidson County, $1995.61 (BASE), Unpaid & Delinquent, plus ~~penalty, interest~~ & costs

2. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603 et seq.

3. All matters shown on the Plan of record in Book 57,page 111, Register's Office for Davidson County, Tennessee.

4. Deed of Trust executed by Christian Properties, Inc. to Marc R. Lively, Trustee, to secure to Community First Bank & Trust, an original principal amount of $168,750.00, of record in Instrument 200711060130786, Register's Office for Davidson County, Tennessee, dated November 5, 2007.

   Modifications in Instrument 200812230122276 and Instrument 200904030030439, Register's Office for Davidson County, Tennessee. Expired

5. Real Estate Option Contract of record in Instrument 200306240086776, Register's Office for Davidson County, Tennessee.

6. Title to that portion of the premises embraced within the bounds of any streets, roads or highways.

7. Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the tract.

8. The Warranty Deeds of record in Instrument 200403080026123 and Instrument 200711060130785, Register's Office for Davidson County, Tennessee, do not contain a legal description heading as contained herein. This should be corrected.

2010.08.30 - Class 503 - Agt Sht Ltr

??#CTNSH0001??

{{sysdate}sp}}

A description of the premises is described as follows:

Land in Davidson County, Tennessee, being Lot Nos. 10, 11 and 12 of the Shield's Anitoch Land, of record in Book 57, page 111, Register's Office for Davidson County, Tennessee, and said lots lying adjacent and taken together are described as follows:

Beginning at a point in the center of a lane running east and west, and also center of a lane running north and south, and being the southwest corner of Lot No. 10 and running from said beginning point along the center line of the north and south lane degrees and distances as follows: North 1 1/2 degrees East 632 feet to a point opposite an old fence, which point is L. Carper's southwest corner; thence along the old fence, Carper's south boundary, south 88 1/2 degrees East 633 feet to a fence corner; thence with the fence, South 1 1/2 degrees West 740 feet to a point in the center of the lane, the southeast corner of this tract and the southwest corner of Lot No. 1 in said subdivision, which is now owned by Mrs. Morton; thence along the center of the lane, North 78 degrees 45 minutes West 650 feet, more or less, to the point of beginning.

Being the same property conveyed to Christian Properties, Inc. by deed from Michael T. Dukes and wife Sarah Dukes of record in Instrument 200711060130785, Register's Office for Davidson County, Tennessee, dated November 5, 2007. And being the same property conveyed to Michael T. Dukes and wife Sarah Dukes by deed from Leslie Marie Babb and David A. Pratt of record in Instrument 200403080026123, Register's Office for Davidson County, Tennessee, dated February 17, 2004. And being the same property conveyed to Leslie Marie Babb, a (3/4) undivided interest and David A. Pratt, a (1/4) undivided interest by Quitclaim Deed from Bank of America, N.A., Successor to NationsBank of Tennesssee, N.A., Administrator of The Estate of Phillip Anthony Pratt of record in Book 11663, page 377, Register's Office for Davidson County, Tennessee, dated September 13, 1999.

Lawyers Title Insurance Corporation

By: _____

FTL - 20100517-0037569

STL - 20100621-0047983

(L PerRef - 20100820-0066063

PerRef - 20100818-0065197

(201002181.PFD/20100218110)

CHAFFIN & BURNSED, PLLC
ATTORNEYS AT LAW

September 7, 2010

Via Regular Mail,
Certified Mail, Return Receipt Requested

Revenue Enforcement Division
Attn: Tessa Stromatt
Special Procedures Section
PO Box 190665
Nashville, Tennessee 37219-066

Re: *Foreclosure Sale*
Borrower: Christian Properties, Inc.
Grantor: Christian Properties, Inc.
Lender: Community First Bank & Trust
Address: 0 Moss Road, Antioch, TN 37013
Map/Parcel: 163-00-0-002.00
Deed of Trust (being foreclosed): Instrument No. 20071106-0130786, Register's Office for Davidson County, TN
Lien: *Tennessee Department of Revenue, Instrument No. 20100621-0047983, said Register's Office, recorded on 06/21/2010*

Dear Ms. Stromatt:

This firm represents Community First Bank & Trust. A Deed of Trust in favor of Community First Bank & Trust was recorded on November 6, 2007, in Instrument No. 20071106-0130786, Register's Office for Davidson County, Tennessee ("Deed of Trust"). The original grantor is Christian Properties, Inc. The Deed of Trust, among other things, secures payment of a promissory note made by Christian Properties, Inc. in the original amount of $168,750.00.

Due to defaults in the terms of the loan documents, Community First Bank & Trust has instructed us to begin foreclosure proceedings of the above-referenced property. The approximate payoff, as of March 8, 2010 was $178,536.26 which amount does not include attorney fees and expenses, interest and fees that will continue to accrue.

Our file indicates that the State (Department of Revenue) has an interest (state tax lien) in the above-referenced foreclosure sale by way of a tax lien recorded in Instrument No. 20100621-0047983, Register's Office for Davidson County, Tennessee, recorded on or about June 21, 2010.

The real property described will be sold by foreclosure auction on WEDNESDAY, OCTOBER 6, 2010 at 10:00 am LOCAL TIME OUTSIDE THE FRONT DOOR, FACING THE NEW PUBLIC SQUARE PARK, OF THE HISTORIC DAVIDSON COUNTY COURTHOUSE, ONE PUBLIC SQUARE, IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

The legal description of the property affected is:

Beginning at a point in the center of a lane running east and west, and also center of a lane running north and south, and being the southwest corner of Lot No. 10, and running from said beginning point along the center line of the north and south lane degrees and distances as follows: north 1 ½ degrees east 632 feet to a point opposite an old fence, which point is L. Carper's southwest corner; thence along the old fence, Carper's south boundary, south 88 ½ degrees east 633 feet to a fence corner; thence with the fence south 1 ½ degrees west 740 feet to a point in the center of the lane, the southeast corner of this tract and the southwest corner of Lot No. 1 in said subdivision, which is now owned by Mrs. Morton; thence along the center of the lane, north 78 degrees 45 minutes west 650 feet, more or less, to the point of beginning, containing ten acres, ten square poles, more or less.

Being the same property conveyed to Christian Properties, Inc. by Deed from Michael T. Dukes and wife, Sarah Dukes, dated November 5, 2007, and recorded on November 6, 2007, in Instrument No. 20071106-0130785, Register's Office for Davidson County, Tennessee.

Property Address: 0 Moss Road
Antioch, Davidson County, Tennessee 37013

Map Par. No.: 163-00-0-002.00

(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.)

Enclosed herewith is a copy of the referenced Deed of Trust (recorded November 6, 2007) that is being foreclosed (Exhibit A), State Tax Lien (Exhibit B), and the Substitute Trustee Sale Notice (Exhibit C). Further, we are enclosing a copy of the abstract of title, without warranty or representation (Exhibit D).

Pursuant to TCA Section 67-1-1401, et seq, including TCA Section 67-1-1433, please confirm whether the State consents to the sale of such property free of such lien.

Please accept this letter as notice of the foreclosure sale. Please advise me immediately of any deficiency in this notice. Should you have any questions or comments, please contact us.

We have included an additional copy of this letter that we would appreciate you stamping filed and returning same to us in the self-addressed stamped envelope. Thank you.

Sincerely,

CHAFFIN & BURNSED, PLLC

HW Wood

Heather D. Wood

Enclosures

cc: Community First Bank & Trust

S8002-208