BILL GARRETT, Davidson County
Trans:T20100071356 DEEDTRS
Recvd: 11/10/10 08:34 15 pgs
Fees:78.00 Taxes:476.54
20101110-0090204

This Instrument Prepared By:
Jonathan R. Vinson, Attorney
P.O. Box 686
Clarksville, TN 37041-0686

FORECLOSURE DEED

JONATHAN R. VINSON, TRUSTEE
to
F&M REAL ESTATE TRANSFER CORPORATION

Name of New Owner and Address of Property:	F&M Real Estate Transfer Corporation Tulip Grove Road (acreage) Hermitage, TN 37076
Name/Address of Entity Responsible for Property Taxes:	F&M Real Estate Transfer Corporation 50 Franklin Street Clarksville, TN 37040

On April 29, 2008, by Deed of Trust placed of record on May 6, 2008 at 1:49 p.m., in Instrument Number 20080506-0046718, in the office of the Register of Deeds for Davidson County, Tennessee, (the "Deed of Trust"), Quality Plus Homes, LLC (the "Mortgagor") conveyed to Jonathan R. Vinson, Trustee, (the "Trustee") the hereinafter described real estate, to secure the payment of a promissory note as described therein (the "Note"), payable to the order of F&M Bank f/k/a Farmers and Merchants Bank (the "Holder"):

The Deed of Trust provided that in the event of default in the payment of the Note, when due, then the entire balance of the Note shall, at the option of the Holder, become due and payable immediately; and,

Default having been made and continued in the payment of the Note, the Holder of the Note, has declared the entire balance of the Note due and payable as provided in the Deed of Trust. The Holder, in accordance with the terms and conditions of the Deed of Trust, has instructed the Trustee to foreclose the lien of the Deed of Trust.

The undersigned did advertise by notice in the Tennessean, a newspaper of general circulation in Davidson County, Tennessee, with notices published on September 24, 2010, October 1, 2010, and October 8, 2010, that said sale would be held on Friday, October 15, 2010 at 11:00 a.m., prevailing time, at the front door of the Davidson County Register of Deeds, 501 Broadway, Nashville, Tennessee; and,

The sale was held according to the terms, conditions and provisions of the notice as given, and F&M REAL ESTATE TRANSFER CORPORATION, the Grantee and hereafter called the "Grantee", was the highest and best bidder for cash, bidding the sum of One Hundred Twenty Eight Thousand Seven Hundred Ninety Five and 00/100 Dollars ($128,795.00).

NOW THEREFORE, the undersigned as Grantor and hereafter called the "Grantor", does hereby bargain, sell, transfer and convey unto the Grantee, F&M REAL ESTATE TRANSFER CORPORATION, the Grantee's successors and assigns forever, the following described real estate situated in Davidson County, Tennessee, to-wit:

> Beginning at a point which is the southwesterly corner of property to Berhop Investment, Inc. by deed from Robert C. Harris, et ux, of record in Book 5374, Page 92, Register's Office, Davidson County, Tennessee, thence with Tulip Grove Road South 00° 0' 11" east 200.00 feet to a point; thence north 89° 59' 49" east 268.06 feet to a point; thence south 00° 04' 23" west 211.38 feet to a point; thence south 87° 35' 02" west to the point of beginning and containing 1.27 acres more or less.
>
> Less and Except that part deeded to the State of Tennessee as set forth in Book 9913, Page 275, Register's Office for Davidson County, Tennessee.
>
> BEING the same property conveyed to Quality Plus Homes, LLC by Quitclaim Deed from The Oaks of Lakeview, LLC, dated September 5, 2007 and filed of record in Instrument No. 20070910-0108209 and by Scrivener's Affidavit filed of record in Instrument No. 20071044-0118327 and being the same property previously conveyed to The Oaks of Lakeview, LLC by Warranty Deed from James Richard Buntin, dated July 30, 2004 and filed of record in Instrument No. 20040913-0110079, Register's Office for Davidson County, Tennessee. The property is improved and is identified as Map and Parcel 07601011500 according to the Assessor of Property for Davidson County, Tennessee.

This property is encumbered by a lien or claim of lien filed by the State of Tennessee, Tax Enforcement Division, prepared on March 25, 2010, and was placed of record on March 30, 2010 at 8:31 a.m. in Instrument No. 20100330-00234459, in the Register's Office for Davidson County, Tennessee. Notice of Foreclosure Sale of Real Estate has been given to the State of Tennessee, Tax Enforcement Division, in accordance with T.C.A. § 67-1-1433(b)(1). Sale of this property is subject to the redemption rights of the State of Tennessee as provided for in T.C.A. § 67-1-1433(c)(1). Sale of this property is subject to the redemption rights of the State of Tennessee as provided for in T.C.A. § 67-1-1433(c)(1). Pursuant to T.C.A. § 35-5-104(b), a copy of the notice which was submitted to the State of Tennessee is attached hereto. Additionally, a copy of the written response received from the State of Tennessee is attached hereto.

The undersigned, Trustee, hereby assigns and transfers to the Grantee, the Grantee's heirs and assigns forever all the covenants and warranties set out in the Deed of Trust, subject, however, to: (1) all accrued taxes; (2) redemption rights by the State of Tennessee; (3) easement of record in Book 9913, Page 275, Register's Office for Davidson County, Tennessee; (4) agreement for Dedication of Easement for Sanitary Storm Sewers of record in Book 7568, Page 743, Register's Office for Davidson County, Tennessee all matters on a recorded plan, restrictive covenants, easements, or setback lines that may be applicable; (5) any prior liens or encumbrances as well as any priority created by a fixture filing; and, (6) any matter that an accurate survey of the property would show.

THE WARRANTIES made herein by the Grantor are made in the Grantor's representative capacity and not otherwise.

IN WITNESS WHEREOF, the Grantor has hereunto affixed the Grantor's signature on this the 9th day of November, 2010.

GRANTOR:

JONATHAN R. VINSON,
Trustee

By: _____
JONATHAN R. VINSON,
Trustee

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned a Notary Public in and for said State and County, JONATHAN R. VINSON, Trustee, the within named bargainor with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 9th day of November, 2010.

Rachel S Vinson
Notary Public

My Commission Expires: 5-14-2013

RACHEL S. VINSON
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY
Seal

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $128,795.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this the 9th day of November, 2010.

Rachel S Vinson
Notary Public

My Commission Expires: 5-14-2013

RACHEL S. VINSON
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY
Seal

VINSONLAW
JONATHAN R. VINSON, ATTORNEY AT LAW

September 14, 2010

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

State of Tennessee
Department of Revenue
Revenue Enforcement Division
Revenue Enforcement Manager
Andrew Jackson State Office Building
Nashville, TN 37242

RE: Notice of Foreclosure Sale
Davidson County
Quality Plus Homes LLC
TIN 005 0449862 /000

Dear Madam or Sir:

F&M Bank f/k/a Farmers and Merchants Bank holds a Promissory Note executed by Quality Plus Homes LLC on April 21, 2008, in the original principal amount of One Hundred Twenty Five Thousand and 00/100ths ($125,000.00) Dollars (the "Note") secured by a Deed of Trust executed by Quality Plus Homes, LLC, conveying the property, more accurately described below (the "Property"), in Trust to Jonathan R. Vinson, Trustee, for the benefit of F&M Bank on April 29, 2008, and placed of record on May 6, 2008 at 1:49 o'clock p.m., in Instrument Number 20080506-0046718, in the office of the Register of Deeds for Davidson County, Tennessee (the "Deed of Trust"). A copy of which is included for your reference.

The Note is in default and demand for payment of the amount in default has been made, but such demand has not been honored. The Holder of the Note and Deed of Trust, therefore, has declared the Note to be in default so that full payment of the Note is now required, and the Holder of the Note has demanded that the property covered by the Deed of Trust, and hereafter described, be advertised and sold in satisfaction of said indebtedness and the cost of foreclosure.

It is my understanding that the Tennessee Department of Revenue has filed a Notice of State Tax Lien against Quality Plus Homes, LLC. Therefore, this notice is being submitted to you pursuant to TENN. CODE ANN. § 67-1-1433 as follows:

1. This notice is submitted by Jonathan R. Vinson, Attorney for F&M Bank, 50 Franklin Street, Clarksville, Tennessee 37040.

2. The Tennessee Department of Revenue has filed a State Tax Lien against Quality Plus Homes, LLC (005 0449862 /000), containing the address of said tax payer as listed on the Tax Lien Notice being 1324 Weeping Cherry Lane, Hermitage, Tennessee 37076-5718 (the "Tax Lien Notice") prepared on March 25, 2010, and was placed of record on March 30, 2010 at 8:31 a.m. in Instrument Number 20100330-0023459, in the Register's Office for Davidson County, Tennessee. A copy of said Tax Lien Notice is enclosed herewith for your information.

P.O. Box 686 • Clarksville, Tennessee 37041-0686 • *Phone:* (931) 647-0244 • *Fax:* (931) 647-1490 • *email:* jonathan.vinson@charter.net

3. The address of the property is acreage on Tulip Grove Road, Hermitage, Tennessee 37076 (M/P 07601011500), and is located in Davidson County, Tennessee, more particularly described as follows:

   Land in the 4th Civil District of Davidson County, Tennessee and described according to an un-recorded survey dated October 1972, prepared by Joel B. Spaulding and Company, Inc., to wit:

   Beginning at a point which is the southwesterly corner of property to Berhop Investment, Inc. by deed from Robert C. Harris, et ux, of record in Book 5374, Page 92, Register's Office, Davidson County, Tennessee, thence with Tulip Grove Road South 00° 0' 11" east 200.00 feet to a point; thence north 89° 59' 49" east 268.06 feet to a point; thence south 00° 04' 23" west 211.38 feet to a point; thence south 87° 35' 02" west to the point of beginning and containing 1.27 acres more or less.

   Less and Except that part deeded to the State of Tennessee as set forth in Book 9913, Page 275, Register's Office for Davidson County, Tennessee.

   BEING the same property conveyed to Quality Plus Homes, LLC by Quitclaim Deed from The Oaks of Lakeview, LLC, dated September 5, 2007 and filed of record in Instrument No. 20070910-0108209 and by Scrivener's Affidavit filed of record in Instrument No. 20071044-0118327 and being the same property previously conveyed to The Oaks of Lakeview, LLC by Warranty Deed from James Richard Buntin, dated July 30, 2004 and filed of record in Instrument No. 20040913-0110079, Register's Office for Davidson County, Tennessee.

4. The property is currently scheduled to be sold at public auction for cash on Friday, October 15, 2010 at 11:00 a.m. at the front door of the Davidson County Register of Deeds, 501 Broadway, Nashville, Tennessee 37203. Enclosed herewith is a copy of the Notice of Foreclosure, which will be published in the Tennessean, a newspaper of general circulation in Nashville, Davidson County, Tennessee, with insertion dates to be September 24, 2010, October 1, 2010, and October 8, 2010.

5. The approximate amount of principal indebtedness on the Note as of September 14, 2010, is One Hundred Twenty Four Thousand Nine Hundred Fifty Four and 50/100ths ($124,954.50) Dollars with accrued interest as of September 14, 2010, in the amount of One Thousand Nine Hundred Ninety Six and 66/100ths ($1,996.66) Dollars, and uncollected late charges imposed on the Note as of September 14, 2010, in the amount of Fifty and 00/100ths ($50.00) Dollars. Accordingly, the total

indebtedness for the Note secured by the Deed of Trust as of September 14, 2010, is approximately One Hundred Twenty Seven Thousand One and 16/100ths ($127,001.16) Dollars, with a per diem rate of interest for every day after September 14, 2010, of approximately Eleven and 28/100ths ($11.28) Dollars.

6. Per Internal Revenue Service Publication 786, Item (6), the approximate expenses incident to the Sale which will be chargeable against the sale's proceeds are:

   (a) Publication, Five Hundred Ninety and 50/100ths Dollars ($590.50);
   (b) Taxes/Recording, Four Hundred and No/100ths Dollars ($400.00); and,
   (c) Attorney Fees, approximately Seven Hundred Fifty and 00/100ths Dollars ($750.00).

The Property (Map and Parcel is 07601011500, as described by the Tax Assessor's Office for Davidson County, Tennessee) is also subject to the following encumbrances:

a. Davidson County Real Property Taxes for the year 2010: $3,151.30, through end of February, 2011;
b. Davidson County Real Property Taxes for the year 2009: $3,529.46, through end of October, 2010; and
c. Davidson County Real Property Taxes for the year 2008: $3,764.38, through end of September, 2010.

Please accept this letter as a twenty five (25) day notice required by TENN. CODE ANN. § 67-1-1433, which notice must be given to the Commissioner of Revenue or his or her delegate. Please advise me immediately of any deficiency or inaccuracy in this notice.

Very truly yours,

Jonathan R. Vinson

Enclosures: Copy of Deed of Trust
Copy of Tax Lien Notice
Copy of Notice of Foreclosure

pc: File

CERTIFIED MAIL RETURN RECEIPT
RECEIPT NO. 7010 0780 0001 0639 3360

2756960

This Instrument Prepared By:

HOMESOUTH TITLE, INC.
204 5th Avenue East, Suite F
Springfield, TN 37172

Davidson County DOT
Recvd: 05/06/08 13:49 5 pg
Fees:28.00 Taxes:141.45
20080506-0046718

TENNESSEE DEED OF TRUST

THIS INDENTURE, Made this 29th day of April, 2008
by and between Quality Plus Homes, LLC

herein called Grantor, and Jonathan R. Vinson of Montgomery County, Tennessee

herein called Trustee, and F & M Bank, herein called Beneficiary

WITNESSETH, That Grantor, in consideration of the debt and trust hereinafter created, and the sum of Ten Dollars to him in hand paid receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Trustee, his successors in trust and assigns, forever, the following described real estate situated in County of Davidson, and State of Tennessee, to-wit:

SEE ATTACHED EXHIBIT A

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $125,000.00.

This Deed of Trust secures a revolving line of credit loan evidenced by the hereinafter described note and by agreement between borrower and lender dated _____, as such may be amended from time to time, which provides for continued obligatory advances on a revolving line of credit basis (i.e. funding up to the maximum limit of the line of credit, repayment and additional funding up to the limit). The maximum amount of advances which may be funded and outstanding at any time during the term of the loan is $125,000.00. A default by borrower under any of the provisions of the above referenced agreement shall constitute a default under this Deed of Trust and shall entitle the holder of said indebtedness to execute any or all of its remedies set forth herein or in the agreement.

Grantor covenants and agrees that grantor will not additionally encumber any portion of the property described in this Deed of Trust by mortgage, Deed of Trust, or any other instrument or device whether filed of record or not, without the prior written consent of the lender. Grantor agrees that any attempt at such encumbrance will be null and void. If the covenant is breached by grantor, lender may at lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

together with (1) all the improvements now on or which may be hereafter placed on said land during the existence of this lien and all materials, equipment, furnishings, or other property whatsoever installed or to be installed or used in or about the building or buildings on said land, including but not being limited to all heating, plumbing, lighting, water-heating, cooking, refrigerating, incinerating, ventilating and air conditioning equipment, storm doors and windows, shades awnings, blinds and linoleums, and property of like nature, all of which property and things are hereby declared to be permanent accessions to the freeholds and part of the realty conveyed herein; and (2) all tangible personal property of whatever kind and nature now or hereafter located on the aforedescribed premises, including but not limited to furniture, tools, machinery and equipment; provided however, that this clause (2) hereof shall not apply to any indebtedness governed by the Federal Truth in Lending Act. All of the foregoing shall be security for the indebtedness and obligations herein mentioned.

TO HAVE AND TO HOLD The aforedescribed real estate together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Trustee, his successors and assigns, in fee simple forever, and the said Grantor doe hereby covenant with the said Trustee, his successors and assigns, that he is lawfully seized in fee of the aforedescribed real estate, that he has a good right to sell and convey the same, that the same is unencumbered

and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons whomsoever.

THIS CONVEYANCE IS MADE IN TRUST to secure to Beneficiary (1) payment of the indebtedness evidenced by a promissory note (and all renewals, extensions or modifications there) of even date herewith, in the principal sum of One Hundred Twenty Five Thousand dollars and Zero cents ---------- Dollars ($125,000.00), the balance of the principal sum being due and payable as stated on note of even date and incorporated herein by reference hereto, executed by Grantor and delivered to Beneficiary, together with the interest thereon as by said note (and all renewals or extensions or modifications thereof provided, is payable to the order of Beneficiary in lawful money of the United States of America at its main office, or at such other places as the holder

thereof may designate in writ[illegible]ie pr[illegible]pal and interest being payable in accorda[illegible]the terms and conditions in said note provided, to which n[illegible]eferen[illegible]is hereby made for full particulars: (2) pay[illegible]of all other moneys advanced by the beneficiary for the protection of the security, including, without limitations, items such as taxes, insurance, repairs, attorney's fees, etc; (3) the performance of all covenants, conditions, stipulations and agreements herein contained; and (4) any other indebtednesses, liabilities or obligations, now existing or hereafter arising, due or to become due, absolute or contingent of the Grantor, or (if the Grantor is more than one), any of them to the Beneficiary, including obligatory future advances made for commercial purposes; provided, however, that this clause (5) hereof shall not apply to any indebtedness governed by the Federal Truth in Lending Act. The parties hereto acknowledge that if the note secured hereby evidences a construction loan to Grantor, funds may be periodically disbursed to Grantor by Beneficiary as construction progresses.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Grantor hereby transfers, sets over and assigns to Beneficiary:

(a) All rents, royalties, issued and profits of the premises from time to time accruing, whether under leases or tenancies now existing, or hereafter created subject to the right of Beneficiary to collect the same as hereinafter provided, reserving to Grantor, however, so long as Grantor is not in default hereunder, the right to receive and retain such rents, royalties, issued and profits.

(b) All judgments awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but not required, on behalf and in the name of Grantor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released.

Grantor covenants and agrees as follows:

1. To pay all sums secured hereby when due.

2. To pay, when due, all taxes, assessments, levies, dues and charges of every type or nature levied or assessed against the premises and any claim, lien or encumbrance against the premises which may be or become prior to this Deed of Trust.

3. To keep the premises insured against loss or damage by fire, the perils against which insurance is afforded by extended coverage endorsement, and such other risks and perils as Beneficiary in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the premises is situated, shall be in such amount as Beneficiary may reasonably require, but in no event less than the replacement value of the improvements located on the real property described herein above, shall be issued by a company or companies approved by Beneficiary, and shall contain a Standard Mortgagee Clause in favor of Beneficiary. Whenever required by Beneficiary, such policies, and abstracts and other title evidence, shall be delivered immediately to and held by Beneficiary. Any and all amounts received by Beneficiary under any of such policies may be applied by Beneficiary on the indebtedness secured hereby in such manner as Beneficiary may, in its sole discretion, elect or, at the option of Beneficiary, the entire amount so received or any part thereof may be released to the Grantor to be used to restore the improvements to their former condition. Upon foreclosure of this Deed of Trust or other acquisition of the premises or any part thereof by Beneficiary, such policies, abstracts and title evidence shall become the absolute property of Beneficiary.

4. Grantor (a) will not remove or demolish or alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (b) will maintain the premises in good condition and repair; © will not commit or suffer waste thereof; (d) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property, and will not suffer or permit any violation thereof.

5. If Grantor fails to pay any claim, lien or encumbrance of any character which is or should become prior to this Deed of Trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidences of title as it deems necessary, make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary. Beneficiary shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Any default of any nature in or under any such prior lien shall also be and constitute a default in and under this Deed of Trust, at the option of the holder of the note secured hereby.

6. Grantor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust, in order to protect its security interest in the aforedescribed real estate, together with interest on each such advancement at the maximum fixed rate of interest which the Beneficiary may lawfully charge at the time of such advancement, and all such sums and interest shall be secured hereby.

7. If default be made in the payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Grantor's obligations, covenants or agreements thereunder, or under any Commitment Letter or Construction Loan Agreement, incorporated herein by reference, executed by Grantor in connection with this Deed of Trust:

(a) All the indebtednesses secured hereby shall become and be immediately due and payable at the option of Beneficiary, without notice or demand, which are hereby expressly waived, and

(b) Trustee is hereby empowered and authorized to foreclose this Deed of Trust in accordance with the requirements set forth in Tennessee Code Annotated 35-5-101, as same may be amended from time to time, giving notice of the time, place and terms of sale, in some newspaper published in the County or Counties, in which the above described premises are situated, and to sell the same at the courthouse door of said County at public outcry to the highest and best bidder for cash, free from all homestead, dower, equitable rights of redemption, statutory of redemption, marital share and all other exemptions and redemptive rights of every kind, all of which are hereby expressly waived. The parties in interest hereby waive the necessity of Trustee making oath, filing an inventory, or giving bond as security for the execution of the trust, as may be required by the laws of Tennessee. Upon such sale, Trustee is hereby authorized to execute and deliver a deed of conveyance in fee of said property to the purchaser or purchasers thereof, and to place the purchaser or purchasers in quiet and peaceful possession of said premises. The owner of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance. Grantor further agrees, that, in case of any sale under this Deed of Trust, he will at once surrender possession and will from that moment become and be a tenant at will of purchaser, and removable by process, as upon a forcible and unlawful detainer, hereby agreeing to pay the said purchaser the reasonable rental value of said premises after said sale. In case of the sale of said land and premises under this Deed of Trust, the proceeds shall be applied by Trustee as follows: First, to the payment of the costs and expenses of executing this trust, including the usual commissions to the Trustee, and any and all sums Beneficiary or Trustee may have expended or become liable for on account of the os litigation, attorney's fees, taxes, assessments, insurance premiums, or any advances made or expenses incurred on account of the aforesaid property, with interest thereon; Second, Trustee will pay the principal of said note and interest on any balance due thereon in full, together with reasonable attorney's fees, and then will pay any other indebtedness, liabilities, or obligations of the Grantor secured hereby or intended so to be, and any balance of such indebtedness or interest remaining unpaid shall be the subject of immediate suit; and Third, should there be any surplus, the Trustee will pay the same to the Grantor or to such person as may be legally entitled thereto, upon delivery and surrender to the purchaser of possession of, the property sold, less the expense, if any of obtaining possession.

© Irrespective of wheth[illegible] nefi[illegible]y accelerates the maturity of all indebted[illegible]ured hereby, Beneficiary, or Trustee, upon Beneficiary's w[illegible]n den[illegible]d without notice may enter upon and take [illegible]ession of the premises or any party thereof, and perform any acts (including the right to rent any part or all of the premises), which Beneficiary deems necessary or property to conserve the premises, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom, and apply the same as the court may direct. Beneficiary Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Grantor in the rental or leasing thereof or any part thereof. The expense (including but not limited to Trustee's and receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expenses incurred, Trustee shall pay to Beneficiary all rents collected by Trustee, and Beneficiary shall apply the same, and (after payment therefrom of all expenses) any rents collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustee and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

8. Trustee or the one acting in his stead shall have, in his discretion, authority to employ all proper agents and attorneys in the execution of this trust and/or the conducting of any sale made pursuant to the terms hereof and pay for such services rendered out of the proceeds of the sale of the property, should any be realized; and if no sale is made, then Grantor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee.

9. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustee or Beneficiary under this Deed of Trust, or if Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this Deed of Trust by judicial proceedings, or authorizes Trustee to conduct Trustee's sale proceedings hereunder, Trustee and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges, and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the premises.

10. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages or deeds of trust, security agreements, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine. The exercise of any rights under any of said security documents shall not constitute a release or a waiver of any other security documents.

11. No delay by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No failure of Beneficiary to exercise any option herein given to declare the maturity of the debt hereby secured, no forbearance by Beneficiary after the exercise of such option shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past, present or future default on the part of Grantor; and, in like manner, the procurement of insurance or the payment of taxes or other liens, debts or charges by Beneficiary shall not be taken or construed as a waiver of its rights to declare the maturity of the indebtedness hereby secured by reason of the failure of Grantor to procure such insurance or to pay such taxes, debts, liens or charges.

12. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after maturity of said note, and without notice or consent:

a. Release any person liable for payment of all or part of the indebtedness or for performance of any obligation.

b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

c. Exercise or refrain from exercising or waive any right Beneficiary may have.

d. Accept additional security of any kind.

e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

13. Any agreement hereafter made by Grantor and Beneficiary pursuant to the Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

14. In the event of the death, refusal, or inability for any cause, on the part of the Trustee named herein, 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 the owner of the debt, the owner or owners of the majority in amount of the outstanding indebtedness aforesaid are authorized either in their 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 clothes with all of the power of the Trustee named herein, and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

15. When all the indebtedness secured hereby has been paid and all the agreements herein mentioned have been faithfully performed, thence this conveyance shall cease and become null and void, and release or satisfaction thereof shall be made at the property cost of Grantor; provided, however, that this Deed of Trust shall remain in full force and effect for the duration of any continuing commitment to lend made by the beneficiary to the Grantor.

16. If required by Beneficiary, commencing on the first day of the first month next following the date of this instrument, or commencing on the first day of the first month next following Beneficiary's demand to do so, Grantor will make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may be levied against the property described above, and one-twelfth (1/12) of the yearly premiums for insurance, required under this Deed of Trust, or required under any Construction Loan Agreement executed in connection herewith. The amount of such taxes, assessments, and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments, and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Grantor to Beneficiary on demand. If, by reason of any default by Grantor under any provision of this Deed of Trust, the owner of the indebtedness hereby secured declares all sums secured hereby to become due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments, and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Beneficiary may, from time to time, at its option, waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposit, by notice to Grantor in writing. While any such waiver is in effect, Grantor shall pay taxes, assessments, and insurance premiums as elsewhere herein provided.

17. If, without the prior written consent of the Beneficiary, Grantor or any of Grantor's successors in title should mortgage, transfer or otherwise convey the subject property, or any interest therein, to any other party, or should a creditor, receiver, or trustee in bankruptcy obtain any interest by attachment or sale in accordance with the orders of any court of competent jurisdiction or by any means other than inheritance or devise, the entire principal balance of the indebtedness and obligations secured hereby, together with interest accrued thereon, shall, at the absolute option of the Beneficiary, be and become immediately due and payable for all purposes.

18. Beneficiary has not [illegible]nted [illegible]d will not consent, to any contract or to[illegible]k or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this instrument, either under 66-11-108 of the Tennessee Code Annotated, or otherwise.

19. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, © a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

20. Borrower waives all right of homestead exemption in and equitable and statutory redemption of the Property and Borrower hereby relinquishes any right to his or her statutory elective share of the Property which may be construed to be superior to the interest herein conveyed.

21. If any provision hereof shall be construed to be invalid or unenforceable, the remaining provisions hereof shall not be affected by such invalidity or unenforceability. Each term and provision hereof shall, however, be valid and be enforced to the fullest extent permitted by applicable law.

The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, as the context may require.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Quality Plus Homes, LLC

James David Carter
By: James David Carter, Member

Polly Ann Carter, member
By: Polly Ann Carter, Member

CORPORATE ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF Wilson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James David Carter, with whom I am personally acquainted, and who, upon oath, acknowledged him/herself to be a Member of Quality Plus Homes, LLC, the within named bargainor, a limited liability company, and that he/she as such Members of Quality Plus Homes, LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, by James David Carter as such member of Quality Plus Homes, LLC.

Witness my hand and seal, at office in Mount Juliet, Tennessee, this 29 day of April, 2008..

My Commission Expires
3/21/2009

Notary Public

STATE OF TENNESSEE
COUNTY OF Wilson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Polly Ann Carter, with whom I am personally acquainted, and who, upon oath, acknowledged him/herself to be a Member of Quality Plus Homes, LLC, the within named bargainor, a limited liability company, and that he/she as such Member of Quality Plus Homes, LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, by Polly Ann Carter as such member of Quality Plus Homes, LLC.

Witness my hand and seal, at office in Mount Juliet, Tennessee, this 29 day of April, 2008..

My Commission Expires
3/21/2009

Notary Public

File No.: 20080104

EXHIBIT A

Land in the 4th Civil District of Davidson County, Tennessee and described according to an un-recorded survey dated October 1972, prepared by Joel B. Spaulding and Company, Inc., to wit:

Beginning at a point which is the southwesterly corner of property to Berhop Investment, Inc. by deed from Robert C. Harris, et ux, of record in Book 5374, Page 92, Register's Office, Davidson County, Tennessee, thence withy Tulip Grove Road South 00° 0' 11" east 200.00 feet to a point; thence north 89° 59' 49" east 268.06 feet to a point; thence south 00° 04' 23" west 211.38 feet to a point; thence south 87° 35" 02" west to the point of beginning and containing 1.27 acres more or less.

Less and Except that part deeded to the State of Tennessee as set forth in Book 9913, Page 275, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Quality Plus Homes, LLC by Quitclaim Deed from The Oaks of Lakeview, LLC, dated September 5, 2007 and filed of record in Instrument No. 20070910-0108209 and by Scrivener's Affidavit filed of record in Instrument No. 20071044-0118327 and being the same property previously conveyed to The Oaks of Lakeview, LLC by Warranty Deed from James Richard Buntin, dated July 30, 2004 and filed of record on Instrument No. 20040913-0110079, Register's Office for Davidson County, Tennessee.

This instrument was prepared by Jonathan R. Vinson, Attorney, P.O. Box 686, Clarksville, Tennessee 37041-0686.

NOTICE OF FORECLOSURE SALE OF REAL ESTATE

On April 29, 2008, by Deed of Trust placed of record on May 6, 2008 at 1:49 p.m., in Instrument Number 20080506-0046718, in the office of the Register of Deeds for Davidson County, Tennessee, (the "Deed of Trust"), Quality Plus Homes, LLC (the "Mortgagor") conveyed to Jonathan R. Vinson, Trustee, (the "Trustee") the hereinafter described real estate, to secure the payment of a promissory note as described therein (the "Note"), payable to the order of F&M Bank f/k/a Farmers and Merchants Bank (the "Holder"):

The Deed of Trust provided that in the event of default in the payment of the Note, when due, then the entire balance of the Note shall, at the option of the Holder, become due and payable immediately; and,

Default having been made and continued in the payment of the Note, the Holder of the Note, has declared the entire balance of the Note due and payable as provided in the Deed of Trust. The Holder, in accordance with the terms and conditions of the Deed of Trust, has instructed the Trustee to foreclose the lien of the Deed of Trust.

NOW, THEREFORE, by virtue of the authority vested in the Trustee under the Deed of Trust, the Trustee will, on Friday, October 15, 2010 at 11:00 a.m., prevailing time, offer for sale and sell at the front door of the Davidson County Register of Deeds, 501 Broadway, Nashville, Tennessee 37203, to the highest and best bidder for cash, and in bar of the rights of redemption, homestead and all other exemptions of every kind which the Mortgagor of the Deed of Trust or anyone claiming under or through the Mortgagor may have, all such rights and equities having been expressly waived in the Deed of Trust, the following described real estate situated in Davidson County, Tennessee, to-wit:

> Land in the 4th Civil District of Davidson County, Tennessee and described according to an un-recorded survey dated October 1972, prepared by Joel B. Spaulding and Company, Inc., to wit:
>
> Beginning at a point which is the southwesterly corner of property to Berhop Investment, Inc. by deed from Robert C. Harris, et ux, of record in Book 5374, Page 92, Register's Office, Davidson County, Tennessee, thence with Tulip Grove Road South 00° 0' 11" east 200.00 feet to a point; thence north 89° 59' 49" east 268.06 feet to a point; thence south 00° 04' 23" west 211.38 feet to a point; thence south 87° 35' 02" west to the point of beginning and containing 1.27 acres more or less.
>
> Less and Except that part deeded to the State of Tennessee as set forth in Book 9913, Page 275, Register's Office for Davidson County, Tennessee.
>
> BEING the same property conveyed to Quality Plus Homes, LLC by Quitclaim Deed from The Oaks of Lakeview, LLC, dated September 5, 2007 and filed of record in Instrument No. 20070910-0108209 and by Scrivener's Affidavit filed of record in Instrument No. 20071044-0118327 and being the same property

previously conveyed to The Oaks of Lakeview, LLC by Warranty Deed from James Richard Buntin, dated July 30, 2004 and filed of record in Instrument No. 20040913-0110079, Register's Office for Davidson County, Tennessee.

This property is encumbered by a lien or claim of lien filed by the State of Tennessee, Tax Enforcement Division, prepared on March 25, 2010, and was placed of record on March 30, 2010 at 8:31 a.m. in Instrument No. 20100330-00234459, in the Register's Office for Davidson County, Tennessee. Notice of Foreclosure Sale of Real Estate has been given to the State of Tennessee, Tax Enforcement Division, in accordance with T.C.A. § 67-1-1433(b)(1). Sale of this property is subject to the redemption rights of the State of Tennessee as provided for in T.C.A. § 67-1-1433(c)(1).

Additionally, said sale will be held subject to (1) all accrued taxes; (2) redemption rights by the State of Tennessee; (3) easement of record in Book 9913, Page 275, Register's Office for Davidson County, Tennessee; (4) agreement for Dedication of Easement for Sanitary Storm Sewers of record in Book 7568, Page 743, Register's Office for Davidson County, Tennessee all matters on a recorded plan, restrictive covenants, easements, or setback lines that may be applicable; (5) any prior liens or encumbrances as well as any priority created by a fixture filing; and, (6) any matter that an accurate survey of the property would show.

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

The property address of the real estate that is the subject of this notice is acreage on Tulip Grove Road, Hermitage, Tennessee 37076 (M/P 07601011500).

OTHER INTERESTED PARTIES: (1) Hickory Falls, LLC, and
(2) Wilson Bank and Trust c/o Randall Clemons, Trustee.

This the 14th day of September, 2010.

TRUSTEE:

JONATHAN R. VINSON

Jonathan R. Vinson
P.O. Box 686
Clarksville, Tennessee 37041-0686

INSERTION DATES: September 24, 2010
October 1, 2010
October 8, 2010

N0009601

6998361100324

TENNESSEE DEPARTMENT OF REVENUE

NOTICE OF STATE TAX LIEN

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

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

FOR DEPARTMENT OF REVENUE USE ONLY

TAXPAYER:	**ENTITY ID:**
QUALITY PLUS HOME LIMITED LIABILITY	005 0449862 /000
D/B/A: QUALITY PLUS HOME LIMITED LIABILITY 1324 WEEPING CHERRY LN HERMITAGE TN 37076-5718	005 0449862 **COUNTY:** DAVIDSON

This instrument was prepared by the Tennessee Department of Revenue.

Witness my hand, at Nashville, Tennessee, on March 25, 2010.

COMMISSIONER OF REVENUE

By: William E. Hasbo

Delegate of Commissioner

FOR REGISTER USE ONLY .... PRINT OR STAMP

BOOK NO	**PAGE NO.**	**DATE**	**TIME**

REGISTER BILL GARRETT, Davidson County
Trans:T20100018351 LIENSTL
Recvd: 03/30/10 08:31 1 pgs
Fees:12.00 Taxes:0.00

20100330-0023459

BY:_____

RV-N0009601

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

September 23, 2010

Jonathan R. Vinson
Vinson Law
P.O. Box 686
Clarksville, Tn 37041-0686

Re: Foreclosure Sale of Property Owned by: **Quality Plus Home Limited Liability Corporation**
Entity Number: **005 0449862**

This is in reference to your letter dated September 14, 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 **$ 35,624.35**. *(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*