(1)

BILL GARRETT, Davidson County
Trans:T20100071885 DEEDTRS
Recvd: 11/12/10 14:11 23 pgs
Fees:118.00 Taxes:481.00
20101112-0090898

Prepared By and Returnable to:
Bone McAllester Norton PLLC (kjr)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
M & J Partnership 1019 Millwood Ave Ashland City, TN 37015	**New Owner**	**050-17-0-017.00** **050-17-0-024.00** **050-03-0-023.00** **050-03-0-022.00** **050-03-0-021.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated March 16, 2006, executed by Pedro Villanueva and Lucila Villanueva, to C. Richard Bobo, Trustee, of record at Instrument No. 20060328-0034948, Register's Office for Davidson County; and

WHEREAS, GreenBank, successor to Cumberland Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, David M. Anthony, C. Tucker Herndon, and Gregory G. Vick, as Substitute Trustees by an instrument of record at Instrument No. 20100923-0075701, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester, III, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 10:00 o'clock a/.m., prevailing time on October 21, 2010 on the steps of the Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, Sam J. McAllester, III, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of One Hundred Thirty Thousand and 00/100 Dollars ($130,000.00) by M & J Partnership, a Tennessee general partnership composed of Michael W. O'Neill and John Lindahl (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of One Hundred Thirty-five Thousand and 00/100 Dollars ($135,000.00) cash in hand paid by the Buyer, Substitute Trustee has this day bargained and sold and, by the premises, does transfer and convey to Buyer, their heirs and representatives, the title and interest that Substitute Trustee has the right to sell

and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

Parcel 1 and 2:

Land in Davidson County, Tennessee, being Lots No. 104 and 111, on the Plan of Village by the Creek, as shown on plat of record in Plat Book 6250, page 221, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Parcels 3, 4, and 5:

Land in Davidson County, Tennessee, being Lots No. 86, 87, and 88, on the Plan of Section III, Willow Creek, as shown on plat of record in Plat Book 5200, page 631, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being part of the same property conveyed to Pedro Villanueva and Lucila Villanueva, husband and wife, by deed of record in Instrument No. 20060328-0034947, Register's Office for Davidson County, Tennessee.

The street addresses of the properties are believed to be: (Parcel 1) - 905 Trailwood Circle, Nashville, Tennessee, (Parcel 2) - 3716 Village Trail, Nashville, Tennessee, (Parcel 3) - 1809 Westchester Drive, Nashville, Tennessee, (Parcel 4) - 1805 Westchester Drive, Nashville, Tennessee, (Parcel 5) - 1801 Westchester Drive, Nashville, Tennessee, but such addresses are not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control.

The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, their heirs and representatives, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

A Notice of Federal Tax Lien has been filed by the Department of the Treasury, Internal Revenue Service, against Pedro Villanueva, of record at Instrument No. 20070702-0078413, Register's Office for Davidson County, Tennessee. Timely notice has been given by the Substitute Trustee to the Internal Revenue Service by certified mail, as required by 26 U.S.C. §7425(b). The sale of this property will be subject to the right of the United States to redeem said property pursuant to 26 U.S.C. §7425(d).

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 9th day of November, 2010.

C. Tucker Herndon
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kimberley J. Raymond, a Notary Public of this county, C. Tucker Herndon, Substitute Trustee and not Individually, 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 within instrument for the purposes therein contained.

WITNESS my hand, at office this 9th day of November, 2010.

Kimberley J Raymond
NOTARY PUBLIC

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $130,000.00.

AFFIANT

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

NOTARY PUBLIC

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 3-3-14

BONE MCALLESTER NORTON PLLC

September 23, 2010

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Internal Revenue Service
Technical Service Group Manager
801 Broadway, MDP 53
Nashville, Tennessee 37203

Re: Notice of Non-judicial Foreclosure on Behalf of GreenBank ("Lender")
Name of Borrower: Pedro Villanueva and Lucila Villanueva ("Borrower")
Property Addresses: 805 Charlie Place, Nashville, Tennessee,
3911 Baxter Avenue, Nashville, Tennessee,
1726-A 17th Avenue, Nashville, Tennessee,
1726-B 17th Avenue, Nashville, Tennessee,
905 Trailwood Circle, Nashville, Tennessee,
3716 Village Trail, Nashville, Tennessee,
1809 Westchester Drive, Nashville, Tennessee,
1805 Westchester Drive, Nashville, Tennessee,
1801 Westchester Drive, Nashville, Tennessee,
(individually and collectively the "Property")

Dear Sir/Madam:

This letter is notice to the Internal Revenue Service, pursuant to Publication 783 of the proposed non-judicial foreclosure sale at 10:00 o'clock a.m. on the 21st day of October, 2010, by and on behalf of Lender, the owner and holder of a Deed of Trust Note dated March 16, 2006, in the original principal amount of $602,000.00, which is secured by a Deed of Trust dated March 16, 2006, executed by Pedro Villanueva and Lucila Villanueva to C. Richard Bobo, Trustee, and duly recorded in Instrument No. 20060328-0034948, Register's Office for Davidson County, Tennessee, on certain Property located in Davidson County, Tennessee (the "Deed of Trust").

This letter is a request on behalf of Lender for the consent of the Internal Revenue Service to the sale of the Property and for discharge of said Property from the liens of the Internal Revenue Service and/or the sale of said property free and clear of such liens. This letter is also a request on behalf of Lender for the release of the right of redemption of the State of Tennessee against said Property. In support of the above requests, I hereby submit the following information:

Nashville City Center, Suite 1600 - 511 Union Street - Nashville, Tennessee 37219
615.238.6300 (Phone) - 615.238.6301 (Fax)

1. I am attorney for Lender. Lender is the owner and holder of a Promissory Note ("Note") dated March 16, 2006, in the original principal amount of $602,000.00, executed by Pedro Villanueva and Lucila Villanueva ("Borrower"). Borrower has defaulted on said Note and Lender has declared the default and accelerated the principal balance. As of August 25, 2010, the principal and accrued interest balance owing, past due and unpaid was $579,027.75. Pursuant to the terms of the Note and Deed of Trust, Lender is entitled to accrued interest, and Lender is also entitled to its attorney's fees and expenses, including foreclosure costs, as part of the indebtedness secured by said Deed of Trust.

2. A Notice of Federal Tax Lien Under Internal Revenue Laws was filed by the Department of Treasury against Pedro Villanueva, dated June 22, 2007, filed for record on July 2, 2007, in Instrument No. 20070702-0078413, Register's Office for Davidson County, Tennessee. A copy of said tax lien is attached hereto for your information.

3. Pedro Villanueva and Lucila Villanueva purchased said real Property from Lyndon Bastes by Warranty Deed dated March 16, 2006, of record in Instrument No. 200603280034947, Register's Office for Davidson County, Tennessee. According to the Affidavit of Value, the actual consideration paid or the value of the Property, whichever is greater, was stated to be $803,545.00.

4. To the best of my knowledge and in reliance upon the title search by Gregory Vick & Associates which is dated September 13, 2010, title to said Property as of 8:00 a.m., September 13, 2010, is as follows:

   [a] Said Property is presently vested in Pedro Villanueva and wife Lucila Villanueva by Warranty Deed from Lyndon Bates dated March 16, 2006, filed for record March 28, 2006, in Instrument No. 200603280034947, Register's Office for Davidson County, Tennessee.

   [b] 2010 Davidson County real property taxes are a lien against said Property but are not yet due and payable.

   [c] 2009 Davidson County real property taxes in the name of Pedro Villanueva and Lucila Villanueva are a lien against said Property and are now past due and delinquent as follows:

Map/Parcel	Address	Base Amount	P & I	Total Due
059-10-0-273.00	805 Charlie Place	$1,040.76		$1,150.03
061-15-0-027.00	3911 Baxter Avenue	$1,913.00		$2,113.90
081-10-0-605.00	1726-A 17th Avenue	$928.44		$1,025.95
081-10-0-223.00	1726-B 17th Avenue	$928.44		$1,025.95
050-17-0-017.00	905 Trailwood Circle	$1,201.85		$1,328.06
050-17-0-024.00	3716 Village Trail	$1,201.85		$1,328.06
050-03-0-023.00	1809 Westchester Drive	$1,683.18		$1,859.93
050-03-0-022.00	1805 Westchester Drive	$1,683.18		$1,859.93

050-03-0-021.00	1801 Westchester Drive	$1,724.47		$1,905.56

[d] There is of record in Instrument No. 200603280034948, Register's Office for Davidson County, Tennessee, a Deed of Trust dated March 16, 2006 wherein said Property is conveyed to C. Richard Bobo, Trustee, for the purpose of securing the Note in the principal sum of $602,000.00, payable to Lender.

[e] There is of record in Instrument No. 20070702-0078413, said Register's Office, a Notice of Federal Tax Lien in the name of Pedro Villanueva filed July 2, 2007 showing an indebtedness for a 2002 and 2003 tax period. The total unpaid assessment is $14,250.03.

5. According to the records of the Tax Assessor of Davidson County, said Property have a combined value of $817,600.00 or individual values as shown below:

Map/Parcel	Address	Appraised Value
059-10-0-273.00	805 Charlie Place	$63,000.00
061-15-0-027.00	3911 Baxter Avenue	$115,800.00
081-10-0-605.00	1726-A 17th Avenue	$56,200.00
081-10-0-223.00	1726-B 17th Avenue	$56,200.00
050-17-0-017.00	905 Trailwood Circle	$84,400.00
050-17-0-024.00	3716 Village Trail	$84,400.00
050-03-0-023.00	1809 Westchester Drive	$118,200.00
050-03-0-022.00	1805 Westchester Drive	$118,200.00
050-03-0-021.00	1801 Westchester Drive	$121,200.00

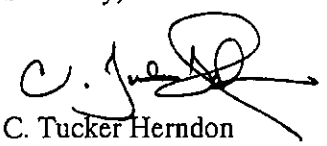
Based upon information furnished Lender, the cash flow generated by the Property and the general status of similar properties, it is best opinion of Lender that the Property is not worth more than the debt owing Lender and real property taxes.

7. For your information, I am enclosing a copy of the Foreclosure Sale Notice which I have prepared and issued on behalf of Lender in my capacity as Substitute Trustee, setting the foreclosure sale for the 21st day of October, at 10:00 o'clock a.m. at the entrance to the office of the Davidson County Register of Deeds, Bridgestone Arena, 511 Union Street, Nashville, Davidson County, Tennessee.

This notice and application for consent to sale is submitted in duplicate, and it is requested that a copy of this notice be acknowledged and returned to my office, indicating the date and time of your receipt.

The facts stated in this letter are true to the best of my knowledge, information, and belief.

Sincerely,



C. Tucker Herndon

Attorney for GreenBank

SJM/krm

Enclosures

3593

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

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
WAGE & INVESTMENT AREA #3
Lien Unit Phone: (800) 829-7650

Serial Number
373569007

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.

Davidson County LIENFTL
Recvd: 07/02/07 09:46 1 pgs
Fees:12.00 Taxes:0.00
[redacted]
20070702-0078413

Name of Taxpayer PEDRO VILLANUEVA

Residence 860 MURFREESBORO PIKE APT F26
NASHVILLE, TN 37217-1174

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)
1040	12/31/2002	[redacted]-4219	09/04/2006	10/04/2016	10210.55
1040	12/31/2003	[redacted]-4219	05/29/2006	06/28/2016	4039.48
				Total	$ 14250.03

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

This notice was prepared and signed at DALLAS, TX, on this,

the 22nd day of June, 2007.

Signature K. A. Mitchell
for DEBRA K. HURST

Title
ACS
(800) 829-7650

13-00-0000

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien

Davidson County DOT
Recvd: 03/28/06 08:55 10 pg
Fees:53.00 Taxes:899.00

[redacted]
20060328-0034948

WHEN RECORDED MAIL TO:
Cumberland Bank
BRENTWOOD OFFICE
5120 MARYLAND WAY
BRENTWOOD, TN 37027

PLEASE RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:
FORSYTHE TITLE AND ESCROW
2525 WEST END AVE, SUITE 350
NASHVILLE, TN 37203

SEND TAX NOTICES TO:
PEDRO VILLANUEVA
LUCILA VILLANUEVA
5555 BAIN STREET
MIRA LOMA, CA 91752

OWNER:
PEDRO VILLANUEVA
LUCILA VILLANUEVA
5555 BAIN STREET
MIRA LOMA, CA 91752

FOR RECORDER'S USE ONLY

This Deed of Trust prepared by:

Name: CUMBERLAND BANK
Company: Cumberland Bank
Address: 5120 MARYLAND WAY
City, State, ZIP: BRENTWOOD, TN 37027

DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $602,000.00.

THIS DEED OF TRUST is dated March 16, 2006, among PEDRO VILLANUEVA and LUCILA VILLANUEVA ("Grantor"); Cumberland Bank, whose address is BRENTWOOD OFFICE, 5120 MARYLAND WAY, BRENTWOOD, TN 37027 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and C. RICHARD BOBO, whose address is 810 CRESCENT CENTRE DRIVE, SUITE 320, FRANKLIN, TN 37067 (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 805 CHARLIE PL., 1726A/1726B 17TH AVE.N., 3716/3718 VILLAGE TRL., 1801/1803 WESTCHESTER DR., 1809/1811 WESTCHESTER DR., 3911/3913 BAXTER AVE., 905/907 TRAILWOOD CIR., 1805/1807 WESTCHESTER DR., , NASHVILLE, TN 37207.

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

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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 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, 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.

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 replacement 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

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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.

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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.

Death or Insolvency. The death of Grantor, 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.

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.

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,

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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 by law.

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

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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.

Joint and Several Liability. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

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 person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or 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.

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 Cumberland Bank, and its successors and assigns.

Borrower. The word "Borrower" means PEDRO VILLANUEVA and LUCILA VILLANUEVA 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".

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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 1988, 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 PEDRO VILLANUEVA and LUCILA VILLANUEVA.

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 Cumberland Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated March 16, 2006, **in the original principal amount of $602,000.00** 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.

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 C. RICHARD BOBO, whose address is 810 CRESCENT CENTRE DRIVE, SUITE 320, FRANKLIN, TN 37067 and any substitute or successor trustees.

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

GRANTOR:

X _____
PEDRO VILLANUEVA

X _____
LUCILA VILLANUEVA

KATE ROSENTHAL NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENNESSEE MY COMMISSION EXPIRES NOV. 14 2006

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Davidson)

Personally appeared before me, Kate Rosenthal, a Notary Public in and for said State and County, PEDRO VILLANUEVA and LUCILA VILLANUEVA, the within-named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 10 day of March, 2006.

Kate Rosenthal
Notary Public

My Commission Expires: _____

LASER PRO Lending, Ver. 1.30.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2005 All Rights Reserved - TN E:\CFI\LPL\G01.FC TR-11324 PR-CDNOTA

EXHIBIT A

Tract 1:
LAND in Davidson County, Tennessee, being Lot No. 21-A, on the Plan of Zone Lot Division of Lots 20 and 21, Haynes Manor, Section 7, as shown on plat of record in Plat Book 6250, page 292, as amended in Book 6900, page 234, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Lyndon R. Bates, a married person by Deed of record in Book 8470, Page 111, recorded 10/24/1991, Register's Office for Davidson County, Tennessee.

Phyllis M. Bates Quitclaimed her interest in the subject property to Lyndon R. Bates, married, by Deed of record in Instrument No. 20020506-0055341, recorded 5/6/2002, Register's Office for Davidson County, Tennessee.

Said property now vested in Lyndon R. Bates, by Final Decree of Divorce, and Order Amending Final Decree of record at Docket No.29244, filed in the Clerk and Master's Office for Williamson County, Tennessee.
Current Source 20060328-0034947

Tract 2:
LAND in Davidson County, Tennessee, being Lot No. 1, on the Plan of Maplewood Home Tract, as shown on plat of record in Plat Book 6200, page 278, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Lyndon R. Bates by Deed of record in Book 8383, Page 914, recorded 10/26/1991, Register's Office for Davidson County, Davidson.

Said property now vested in Lyndon R. Bates, by Final Decree of Divorce, and Order Amending Final Decree of record at Docket No.29244, filed in the Clerk and Master's Office for Williamson County, Tennessee.
Current Source: 20060328-0034947

Tract 3:
LAND in Davidson County, Tennessee, being Lots No. 362-A and 362-B, on the Plan of Zone Lot Division, part of Lot No. 362, Addition to the Town of McGavock, as shown on plat of record in Plat Book 6200, page 663, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being part of the same property conveyed to Lyndon R. Bates and wife, Phyllis M. Bates by Deed of record in Book 11553, Page 88, recorded 7/1/1999 Register's Office for Davidson County, Tennessee.

Phyllis M. Bates Quitclaimed her interest in the subject property to Lyndon R. Bates, married, by Deed of record in Instrument No. 20020506-0055341, recorded 5/6/2002,

BV LV

Register's Office for Davidson County, Tennessee.

Said property now vested in Lyndon R. Bates, by Final Decree of Divorce, and Order Amending Final Decree of record at Docket No.29244, filed in the Clerk and Master's Office for Williamson County, Tennessee. Current Source 20060328-0034947

Tracts 4 and 5:
LAND in Davidson County, Tennessee, being Lots No. 104, and 111, on the Plan of Village by the Creek, as shown on plat of record in Plat Book 6250, page 221, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being part of the same property conveyed to Lyndon R. Bates and wife, Phyllis M. Bates by Deed of record in Book 8665, Page 494, recorded 7/1/1992, Register's Office for Davidson County, Tennessee.

Phyllis M. Bates Quitclaimed her interest in the subject property to Lyndon R. Bates, married, by Deed of record in Instrument No. 20020506-0055341, recorded 5/6/2002, Register's Office for Davidson County, Tennessee.

Said property now vested in Lyndon R. Bates, by Final Decree of Divorce, and Order Amending Final Decree of record at Docket No.29244, filed in the Clerk and Master's Office for Williamson County, Tennessee. Current Source 20060328-0034947

Tracts 6, 7, and 8:
LAND in Davidson County, Tennessee, being Lots No. 86, 87, and 88, on the Plan of Section III, Willow Creek, as shown on plat of record in Plat Book 5200, page 631, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being part of the same property conveyed to Lyndon R. Bates and wife, Phyllis M. Bates by Deed of record in Book 11553, Page 88, recorded 7/1/999, Register's Office for Davidson County, Tennessee.

Phyllis M. Bates Quitclaimed her interest in the subject property to Lyndon R. Bates, married, by Deed of record in Instrument No. 20020506-0055341, recorded 5/6/2002, Register's Office for Davidson County, Tennessee.

Said property now vested in Lyndon R. Bates, by Final Decree of Divorce, and Order Amending Final Decree of record at Docket No.29244, filed in the Clerk and Master's Office for Williamson County, Tennessee. Current Source 20060328-0034947

P.V 2.V

This Instrument Prepared By:
BONE MCALLESTER NORTON PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219

FORECLOSURE SALE NOTICE

WHEREAS, Pedro Villanueva and Lucila Villanueva, by a Deed of Trust dated March 16, 2006, of record at Instrument No. 20060328-0034948, Register's Office for Davidson County, Tennessee ("Deed of Trust"), conveyed to C. Richard Bobo, Trustee, the hereinafter described real property to secure the payment of certain indebtedness, etc., ("Indebtedness") as described in said Deed of Trust; and

WHEREAS, Sam J. McAllester III, David M. Anthony, C. Tucker Herndon, and Gregory G. Vick have been appointed Substitute Trustees by GreenBank, successor to Cumberland Bank, the owner and holder of said Indebtedness, by an instrument of record at Instrument No. 20100923-0075701, Register's Office for Davidson County, Tennessee, with authority for any one of such Substitute Trustees to act alone or by a Designated Agent with the powers given the Trustee in the Deed of Trust and by applicable law; and

WHEREAS, default in indebtedness secured by said Deed of Trust has been made; and

WHEREAS, GreenBank, the owner and holder of said Indebtedness has demanded that the real property be advertised and sold in satisfaction of said Indebtedness and the cost of the foreclosure, in accordance with the terms and provisions of the Loan Documents and Deed of Trust.

NOW, THEREFORE, notice is hereby given that one of the Substitute Trustees or a Designated Agent for any one of the Substitute Trustees, pursuant to the power, duty and authority vested in and imposed upon the Trustee in said Deed of Trust and applicable law, will on

Thursday, October 21, 2010

at 10:00 o'clock a.m., prevailing time, at the entrance to the office of the Davidson County Register of Deeds, Bridgestone Arena, 501 Broadway, Nashville, Davidson County, Tennessee, offer for sale to the highest and best bidder for cash and free from all rights and equity of redemption, statutory right of redemption or otherwise, homestead, dower, elective share and all other rights and exemptions of every kind as waived in said Deed of Trust, certain real property situated in Davidson County, Tennessee, described as follows:

Tract I:
Land in Davidson County, Tennessee, being Lot No. 21-A, on the Plan of Zone Lot Division of Lots 20 and 21, Haynes Manor, Section 7, as shown on plat of record in Plat Book 6250, page 292, as amended in Book 6900, page 234, in the

Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Tract 2:
Land in Davidson County, Tennessee, being Lot No. 1, on the Plan of Maplewood home Tract, as shown on plat of record in Plat Book 6200, page 278, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Tract 3:
Land in Davidson County, Tennessee, being Lots No. 362-A and 362-B, on the Plan of Zone Lot Division, part of Lot No. 362, Addition to the Town of McGavock, as shown on plat of record in Plat Book 6200, page 663, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Tracts 4 and 5:
Land in Davidson County, Tennessee, being Lots No. 104 and 111, on the Plan of Village by the Creek, as shown on plat of record in Plat Book 6250, page 221, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Tracts 6, 7, and 8:

Land in Davidson County, Tennessee, being Lots No. 86, 87, and 88, on the Plan of Section III, Willow Creek, as shown on plat of record in Plat Book 5200, page 631, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Tracts 1 through 8 being the same property conveyed to Pedro Villanueva and Lucila Villanueva, husband and wife, by deed of record in Instrument No. 20060328-0034947, Register's Office for Davidson County, Tennessee.

The street addresses of the properties are believed to be:

805 Charlie Place, Nashville, Tennessee,
3911 Baxter Avenue, Nashville, Tennessee,
1726-A 17th Avenue, Nashville, Tennessee,
1726-B 17th Avenue, Nashville, Tennessee,
905 Trailwood Circle, Nashville, Tennessee,
3716 Village Trail, Nashville, Tennessee,
1809 Westchester Drive, Nashville, Tennessee,
1805 Westchester Drive, Nashville, Tennessee,
1801 Westchester Drive, Nashville, Tennessee,

but such addresses are not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control.

This property is sold AS IS, WHERE IS AND WITH ALL FAULTS, and without any representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Other interested parties: Pedro Villanueva, Lucila Villanueva, Internal Revenue Service.

The right is reserved to (i) delay the sale to another time certain or adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said delay or adjournment on the day and time and place of sale set forth above; (ii) sell the Property at the time fixed by the last postponement or to give new notice of sale; (iii) sell the Property in such lots, parcels, segments, or separate estates as Substitute Trustee may choose; (iv) sell part of the Property and delay, adjourn, cancel, or postpone the sale of the remaining part of the Property; (v) sell the Property in whole and then to sell the Property in parts and to consummate the sale in whichever manner produces the highest sale price; (vi) to sell to the next highest bidder in the event any higher bidder does not comply with the terms of the sale.

Substitute Trustee will make no covenant of seisin, marketability of title or warranty of title, express or implied, and will sell and convey the subject real property by Trustee's Quitclaim Deed as Substitute Trustee only.

This sale is subject to all matters shown on any applicable recorded Plat or Plan and any restrictive covenants, easements or setback lines that may be applicable. This sale is also subject to all matters that take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale including, but not limited to, any unpaid taxes and assessments (plus penalties, interest, and costs) which exist as a lien against said property; any rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any and all prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims and other matters. This sale is also subject to any matters that an inspection, environmental assessment and/or accurate survey of the property might disclose.

THIS 23rd day of September, 2010.

C. Tucker Herndon, Substitute Trustee

BONE MCALLESTER NORTON PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
615/238-6320

CERTIFICATE OF SERVICE

I certify that on September 23, 2010, a true copy of the foregoing Foreclosure Sale Notice has been placed in the United States mail, via certified and regular mail, postage pre-paid, to:

Pedro Villanueva
5540 Dodd Street
Mira Loma, CA 91752

Lucila Villanueva
5540 Dodd Street
Mira Loma, CA 91752

Pedro Villanueva
805 Charlie Place
Nashville, TN 37207

Lucila Villanueva
805 Charlie Place
Nashville, TN 37207

Pedro Villanueva
3911 Baxter Avenue
Nashville, TN 37216

Lucila Villanueva
3911 Baxter Avenue
Nashville, TN 37216

Pedro Villanueva
1726-A 17th Avenue
Nashville, TN 37208

Lucila Villanueva
1726-A 17th Avenue
Nashville, TN 37208

Pedro Villanueva
1726-B 17th Avenue
Nashville, TN 37208

Lucila Villanueva
1726-B 17th Avenue
Nashville, TN 37208

Pedro Villanueva
905 Trailwood Circle
Nashville, TN 37207

Lucila Villanueva
905 Trailwood Circle
Nashville, TN 37207

Pedro Villanueva
3716 Village Trail
Nashville, TN 37207

Lucila Villanueva
3716 Village Trail
Nashville, TN 37207

Pedro Villanueva
1809 Westchester Drive
Nashville, TN 37207

Lucila Villanueva
1809 Westchester Drive
Nashville, TN 37207

Pedro Villanueva
1805 Westchester Drive
Nashville, TN 37207

Lucila Villanueva
1805 Westchester Drive
Nashville, TN 37207

Pedro Villanueva
1801 Westchester Drive
Nashville, TN 37207

Lucila Villanueva
1801 Westchester Drive
Nashville, TN 37207

Internal Revenue Service
Technical Services Group Manager
801 Broadway, MDP 53
Nashville, TN 37203

C. Tucker Herndon