BILL GARRETT, Davidson County
Trans:T20110071670 DEEDTRS
Recvd: 11/14/11 13:12 12 pgs
Fees:63.00 Taxes:288.94
20111114-0088713

FROM: LARRY N. WESTBROOK, Successor Trustee

TO: ROY C. FLOWERS

Address New Owner	Send Tax Bills To:	Map-Parcel No.
Roy C. Flowers 4487 Post Place #136 Nashville, TN 37205	-Same-	162-9-B/106.00CO

THIS INSTRUMENT PREPARED BY:

STELTEMEIER & WESTBROOK, PLLC
3326 Aspen Grove Drive, Suite 604
Franklin, TN 37067

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $78,090.63

Affiant

Subscribed and sworn to before me, this the 24th day of October, 2011.

Notary Public

SHARON D. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires:

Aug. 26, 2013

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated **November 20, 2008**, of record in **Instrument No. 20081124-0114823**, Register's Office for **Davidson County**, Tennessee, hereinafter referred to as "Deed of Trust", **Bert Smith, IV,** conveyed to **Barbara G. Medley, Trustee,** the hereinafter described real estate, hereinafter referred to as "Property", to secure an indebtedness evidenced by a note of even date therewith, which note is fully described in the Deed of Trust, hereinafter referred to as the "Note"; and

WHEREAS, default having occurred in the payment of the Note, and in accordance with the terms of the Note and Deed of Trust, the holder thereof declared the entire indebtedness due and owing; and

WHEREAS, the owner and holder of the indebtedness directed **Larry N. Westbrook, Substitute Trustee,** said appointment being set forth in **Instrument No. 20100428-0032033,** in the Register's Office of **Davidson County**, Tennessee,

to sell the Property, and in accordance with the terms thereof, and pursuant to said direction, **Larry N. Westbrook, Substitute Trustee,** did advertise the Property for sale as provided in the Deed of Trust and Note, and the Property was advertised to be sold at **11:00 a.m., on Monday, October 24, 2011, at the Front door of the Davidson County Courthouse, Nashville, Tennessee**, at public outcry to the highest and best bidder for cash, free from the equity of redemption, homestead and dower, and all other exemptions of every kind, all of which are expressly waived in the Deed of Trust; and the advertisement of sale was duly published in **The Nashville Record/The Tennessean**, a newspaper of general circulation in **Davidson County,** Tennessee, on **September 23, September 20 and October 7, 2011**; and

WHEREAS, at the time and place of said sale, and upon the Property being offered under the terms hereinabove set forth, **Roy C. Flowers.,** was the highest and best bidder;

NOW, THEREFORE, the undersigned, **Larry N. Westbrook, Substitute Trustee,** acknowledges receipt of the sum of **Seventy-Eight Thousand Ninety and 63/100ths ($78,090.63) Dollars**, which was the highest bid, and for and in consideration of said bid, has bargained and sold, and by these presents does hereby transfer and convey unto **Roy C. Flowers.,** its successors and assigns, the following described real estate in **Davidson County**, Tennessee:

> A certain Condominium apartment in Davidson County, Tennessee, being Townhouse No. 193, Building No. 1, in a Horizontal Property Regime as shown on the Plan of Hickory Valley Condominiums, Phase 3, of record in Book 4860, page 1, as amended in Book 4860, page 372, Register's Office for said County, to which Plan and record thereof is incorporated herein and made a part hereof by reference.
>
> Being the same property conveyed to Bert Smith, IV, a single person, by Warranty Deed from John E. Rogers, Jr. and Maybel H. Rogers, dated February 23, 1993 and recorded in Book 8872, page 29, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as **5600 Country Drive, #193, Nashville, TN 37211**

TO HAVE AND TO HOLD the Property, with the appurtenances, estate,

title and interest thereto belonging to **Roy C. Flowers.,** its successors and assigns, forever; and **Larry N. Westbrook, Substitute Trustee,** does hereby transfer, assign, and set over unto **Roy C. Flowers.,** all of its right, title and interest in the said Property as Trustee, but not further or otherwise.

The land described herein in conveyed subject to the rights of the United States to redeem the land as provided for in 26 U.S.C. §7425(d)(1) and attached hereto is a copy of the notice provided to the Internal Revenue Service. No written response from the Internal Revenue Service was received and therefore none is available to be attached.

THE NOTICE OF RIGHT TO FORECLOSE HAS BEEN SENT AS REQUIRED BY T.C.A. §35-5-117.

IN WITNESS WHEREOF, the said **Larry N. Westbrook, Substitute Trustee,** has executed this instrument on this the 27th day of October, 2011.

Larry N. Westbrook
Substitute Trustee

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public within and for said State and County aforesaid, the within named LARRY N. WESTBROOK, Substitute Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Franklin, Tennessee, this the 22nd day of October, 2011.

NOTARY PUBLIC

SHARON D. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires:

Aug. 25, 2013

FORECLOSURE SALE

Default having been made by failure to comply with the terms and conditions of a certain Deed of Trust dated **November 8, 2008** executed by **Bert Smith, IV** recorded at Instrument No. 20081124-0114823, Register's Office for Davidson County, Tennessee, and wherein the said **Bert Smith, IV** conveyed the property therein described to **Barbara G. Medley, Trustee**, to secure the indebtedness therein described, and the entire indebtedness having been declared due and payable as provided in said Deed of Trust and note, and payment not having been made as demanded; and the undersigned, **Larry N. Westbrook**, of 3326 Aspen Grove Drive #604, Franklin, Tennessee 37067, having been appointed as Substitute Trustee in the place and stead of **Barbara G. Medley, Trustee**, said appointment being set forth at Instrument No. 20100428-0032033, Register's Office for Davidson County, Tennessee, notice is hereby given that I, **Larry N. Westbrook**, Substitute Trustee, having been requested so to do by the lawful owner of said indebtedness, will on **Monday, October 24, 2011**, at **11:00 a.m.** at the **front door** of the **Davidson County Courthouse**, **Nashville, Tennessee**, sell at public outcry to the highest and best bidder for cash, free from equity of redemption, homestead and dower, and all other exemptions of every kind, all of which are expressly waived in said Deed of Trust, the following described real estate in **Davidson County**, Tennessee:

A certain Condominium apartment in Davidson County, Tennessee, being Townhouse No. 193, Building No. 1, in a Horizontal Property Regime as shown on the Plan of Hickory Valley Condominiums, Phase 3, of record in Book 4860, page 1, as amended in Book 4860, page 372, Register's Office for said County, to which Plan and record thereof is incorporated herein and made a part hereof by reference.

Being the same property conveyed to Bert Smith, IV, a single person, by Warranty Deed from John E. Rogers, Jr. and Maybel H. Rogers, dated February 23, 1993 and recorded in Book 8872, page 29, Register's Office for Davidson County, Tennessee.

This is improved property known as **5600 Country Drive, #193, Nashville, TN 37211**

The 2010 property taxes are currently past due and payable.

The Following person(s) or entity(ies) hold a lien or other encumbrance on said property:

Ray Alves dba Ray's Plumbing
Notice of Lien
Instrument #20080903-0089996

Country Way Condominium Association
Notice of Lien
Instrument #20090126-0006299

The said property is subject to a notice of Federal Tax Lien in favor of the Internal Revenue Service at Instrument #20010411-0035797 and extended at Instrument #20100823-0066289, Register's Office for said County. Notice as required by T.C.A. Sec. 35-5-104 and 26 U.S.C. Sec. 7425(b) has been timely given to the Internal Revenue Service and said sale will be subject the right of the Internal Revenue Service to redeem the land as provided for in 26 U.S.C. Sec. 7425 (d).

Said sale is subject to any and all unpaid taxes and any other prior claims, liens, easements, set back lines and restrictions.

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 FOR THE SALE SET FORTH ABOVE. THE TRUSTEE/SUBSTITUTE TRUSTEE RESERVES THE RIGHT TO RESCIND THE SALE.

IN THE EVENT THE HIGHEST BIDDER DOES NOT HONOR THE HIGHEST BID WITHIN 24 HOURS, THE NEXT BIDDER AT THE NEXT HIGHEST BID WILL BE DEEMED THE SUCCESSFUL BIDDER.

Larry N. Westbrook
Substitute Trustee

STELTEMEIER & WESTBROOK, PLLC
3326 Aspen Grove Drive, #604
Franklin, Tennessee 37067

Insertion Dates: September 23, September 30 and October 7, 2011.

Davidson County DOT
Recvd: 11/24/08 08:53 2 pgs
Fees:13.00 Taxes:55.20
[redacted]
20081124-0114823

THIS INSTRUMENT WAS PREPARED BY:
CECILIA WEST SPIVY
ATTORNEY AT LAW
111 WEST COMMERCE ST., STE 201
LEWISBURG, TN 37091

FOR IDENTIFICATION ONLY:
Map 162-09-B-106.00
COUNTY TAX ASSESSOR'S OFFICE

TRUST DEED

For the consideration of One ($1.00) Dollar, cash in hand paid, the receipt of which is acknowledged, and in order to secure the indebtedness hereinafter mentioned, the undersigned, BERT SMITH, IV, has this day bargained and sold and does hereby alien, transfer, and convey unto BARBARA G. MEDLEY, TRUSTEE, her successors and assigns, the following described realty, situated, lying and being in Davidson County, Tennessee:

A certain Condominium apartment in Davidson County, Tennessee, being Townhouse No. 193, Buidling No. 1, in a Horizontal Property Regime as shown on the Plan of Hickory Valley Condominiums, Phase 3, of record in Book 4860, page 1, as amended in Book 4890, page 372, Register's Office for said County, to which plan and record thereof is incorporated herein and made a part hereof by reference.

This same realty conveyed to the undersigned by deed from John E. Rogers, Jr. and Maybel H. Rogers, of record in Record Book 8872, page 29, Register's Office of Davidson County, Tennessee.

The residence address of Barbara G. Medley, Trustee, is 111 West Commerce St., Ste 201, Lewisburg, TN 37091.

To have and to hold the said property unto her, the said Barbara G. Medley, TRUSTEE, her successors and assigns, forever.

I covenant that I am lawfully seized and possessed of said property, that same is free and unencumbered, and that I will forever warrant and defend the title to said property against the lawful claims and demands of all persons whomsoever.

BUT THIS CONVEYANCE IS MADE IN TRUST, for the following purpose, and none other, that is to say, BERT SMITH, IV is justly indebted to ROY E. FLOWERS, in the sum of $50,000.00.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $50,000.00.

This conveyance is made to secure the payment of the above mentioned indebtedness and any renewal thereof should the same be allowed, and any other indebtedness that I, we, or either of us may now or hereafter owe said bank, its successors and assigns, and the due and effectual performance and observance by the undersigned of all other covenants, promises, or agreements on our part herein contained, and if the said indebtedness, extensions, or renewal thereof, together with any other indebtedness, note or notes that I, we or either of us may now or hereafter owe said bank or owner or holder of said indebtedness, be paid in full at maturity, and the undersigned shall faithfully keep and perform all other promises, covenants and agreements on our part herein contained when, and as the same are hereby required to be kept or performed, then this conveyance shall become null and void; but should default be made in the payment of any installment of said indebtedness when due, or default be made in the payment of any indebtedness, note or notes evidencing the same, or renewal or extension thereof, when due, or default be made in the performance of any other promise, covenant, or agreement on the part of the undersigned herein contained, or should any one of the undersigned be declared a bankrupt, or insolvent, or make an assignment for the benefit of creditors, or convey the property, or any interest therein, to any other party without first obtaining written consent from the holder of the indebtedness secured by this instrument, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property or should any party obtain any interest by attachment or any means other than inheritance, then the entire unpaid balance of said indebtedness or note or notes, at the option of the holder or holders thereof, shall immediately become due and payable, anything in the face of said note or notes to the contrary notwithstanding; and the said trustee, or her successors at the request of the beneficiary of this trust, or of the holders of said indebtedness, or the note or notes evidencing same, may take possession of said property, and after advertising the time, place and terms of sale, once a week for three consecutive weeks, the first insertion to be as long as twenty days before the day of sale, by publication in a newspaper published in Lewisburg, Tennessee (or, if she sees proper and prefers: In lieu of newspaper publication, by written or printed notices posted as long as thirty days before the day of sale in at least five public places in Marshall County, Tennessee, one of which shall be at or in the Courthouse and another in the district where the property is located) shall sell said property herein conveyed, or a sufficiency thereof, at public sale, at the north door of the Courthouse in Lewisburg, Tennessee, or on the premises as he may select, to the highest and best bidder for cash; and out of the proceeds of said sale she will, first, pay all the costs and expenses incident to the execution and foreclosure of this trust, including all reasonable attorney's fees and commissions to the trustee; and second, pay the indebtedness secured hereby that may remain unpaid, principal and interest; including such taxes, liens, and insurance premiums as may have been paid by the trustee or the holder of the said indebtedness, and hereinafter authorized; third, pay to the bank, its successors and assigns, any other indebtedness of the undersigned owing to said bank; its successors and assigns; fourth; pay the balance, if any, to the undersigned, or order. At the option of the trustee, said lands may be sold by court proceedings, by which the property may be sold under decrees of the Court for cash and free from the right of redemption. But it is expressly agreed that the personal property conveyed in this instrument may be sold by the trustee (after he has gained possession thereof by legal proceedings or otherwise) at any place in Marshall County, Tennessee, which he may

designate, after poster advertisement as provided above, except that the notices need not be posted longer than ten days before the sale. The owner of the debt herein secure may become a purchaser at said sale had under this instrument. As used herein the term "bank" means the holder of the indebtedness secured hereby.

Any forbearance by the holder in the exercise of any of its rights hereunder shall not operate as a pattern of conduct to be relied upon by the maker(s) and shall not bar the holder from prompt assertion of its rights for any default.

It is expressly understood that in the event of a sale under this trust, all rights of redemption, homestead, and dower are expressly waived and relinquished -- the purchaser's title to be absolute, and the said Trustee, or her successors, shall execute a deed or deeds to the purchaser or purchasers conveying a fee simple title.

I further agree that from the date of the conveyance of said property by the Trustee, I, or persons in privy shall become the tenant at will of the purchaser or purchasers, and agree to surrender to him or them immediate possession of said property and upon failure to do so, the same may be recovered as in actions of unlawful entry and detainer.

I further agree to keep the improvements on the above described property fully insured against loss or damage by fire and tornado, with the loss, if any, payable to the Trustee as the interests of the holder or holders of said indebtedness may appear, and to deposit all such insurance policies with the Trustee, and also to pay all taxes legally assessed against said property when due; and in the event of my failure to effect such insurance, or to pay the premiums, or to pay any such taxes when due, the holder of the indebtedness secured hereby or the Trustee is authorized so to do, and I agree to reimburse the holder of said indebtedness, or the Trustee, for all sums expended for any of said purposes, together with interest thereon. In the event of my failure to so reimburse the holder of said indebtedness or the Trustee, the sums so expended shall become a debt secured by this instrument to the same intent and purposes as the debt herein mentioned. Nothing herein contained shall be so construed so as to require any Trustee hereunder or any holder of any indebtedness or notes hereby secured to affect any insurance, pay any premiums thereon, or pay any taxes, but either may do so at his or its option.

The holder of the debt secured is hereby authorized to appoint a substitute trustee or a successor trustee to act instead of the trustee herein named without other formality than designation of such substitute or successor trustee in writing. The authority hereby conferred shall extend to the appointment of other successor or substitute trustees successively until the indebtedness hereby secured has been paid in full, or until the property is sold hereunder, and each substitute and successor trustee shall succeed to all rights and powers of the original trustee herein named.

The necessity of the Trustee giving bond or making oath is hereby waived.

In witness whereof the said grantor(s) hereby subscribed our name(s) this 20th day of November, 2008.

BERT SMITH, IV

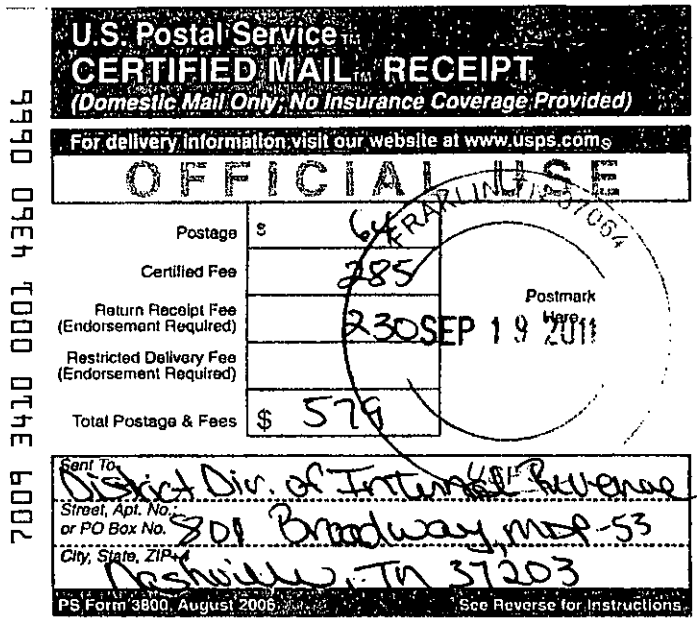
STATE OF TENNESSEE
COUNTY OF MARSHALL

Personally appeared before me, a Notary Public in and for the County and State aforesaid, BERT SMITH, IV, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 20th day of November, 2008.

NOTARY PUBLIC My commission expires: 7/30/12

TARA L. TUCKER
STATE OF TENNESSEE NOTARY PUBLIC
MARSHALL COUNTY



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$ 0.64
Certified Fee	2.85
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.79

Postmark Here
FRANKLIN, TN 37064
SEP 19 2011

Sent To: District Dir. of Internal Revenue
Street, Apt. No., or PO Box No.: 801 Broadway, MDP-53
City, State, ZIP+4: Nashville, TN 37203

PS Form 3800, August 2006 — See Reverse for Instructions

7009 3410 0001 4360 0666

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

District Director of Internal Revenue
801 Broadway, MDP-53
Nashville, TN 37203
Attn: Technical Services
Asvisory Group Manager

Smith/LNW

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Holly Redd ☐ Agent ☐ Addressee

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

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

RECEIVED
SEP 20 2011
Internal Revenue Service
Nashville Mail Center

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7009 3410 0001 4360 0666

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

STELTEMEIER & WESTBROOK, PLLC
3326 Aspen Grove Drive #604
Franklin, TN 37067

Phone: 615-435-8400
Fax: 615-435-8401

September 29, 2011

CERTIFIED MAIL...RETURN/RECEIPT REQUESTED

DISTRICT DIRECTOR OF INTERNAL REVENUE
801 Broadway, MDP-53
Nashville, TN 37203

Attention: Technical Services Advisory Group Manager

2011 SEP 20 PM 1:17

Re: Foreclosure Sale
Taxpayer: Bert Smith, IV
5600 Country Drive, #193
Nashville, Tennessee

Dear Sir:

We represent Roy E. Flowers and we are writing to advise you that upon instructions from our client, we will commence foreclosure proceedings immediately on the property described in the attached foreclosure notice, and the foreclosure sale is scheduled for Monday, October 24, 2011, at 11:00 a.m., at the front door of the Davidson County Courthouse, Nashville, Tennessee.

1. **NAME AND ADDRESS OF PERSON SUBMITTING NOTICE:**

   Roy E. Flowers
   c/o Larry N. Westbrook, Counsel
   STELTEMEIER & WESTBROOK, PLLC
   3326 Aspen Grove Drive #604
   Franklin, TN 37067

2. **NOTICE OF FEDEAL TAX LIEN:**

   A COPY OF NOTICE OF FEDERAL TAX LIEN, form 668 (Y), of record as Instrument #20010411-0035797, Register's Office for Davidson County, Tennessee, **IS ATTACHED** containing the name of the Internal Revenue District, name and address of taxpayer and date and place notice of lien was filed.

3. **ADDRESS OF REAL PROPERTY:**

The legal description of said property is contained in the notice of foreclosure sale, which is enclosed herewith. An abstract of title is not available at this time.

4. **SALE DATE, TIME, PLACE AND TERMS:**

The date, time, place and terms of the sale of the property are contained in the enclosed foreclosure sale notice.

5. **DESCRIPTION OF DEBT AND SALE EXPENSES:**

As of September of 2011, the approximate amount of the principal obligation secured by the Deed of Trust being foreclosed upon, including interest was $70,418.63. The foreclosure expenses including advertising expenses and legal expenses chargeable against the sale proceeds are estimated to be approximately $1,500.00.

6. **A COPY OF THE INSTRUMENT BEING FORECLOSED UPON IS ATTACHED:**

The instrument being foreclosed upon **IS ATTACHED** which is a Deed of Trust of record as Instrument #20081124-0114823, Register's Office for Davidson County, Tennessee.

Please acknowledge receipt of this notice on the enclosed copy of this letter and return it to my attention.

If you require any additional information with respect to this matter, please advise.

Sincerely,

STEELTEMEIER & WESTBROOK, PLLC

Larry N. Westbrook
Attorney

LNW/sdd

Enclosures

RECEIVED BY: _____

DATE: _____

25986727 *** REFILED NOTICE *** REFILED NOTICE *** REFILED NOTICE ***

3592 REFILE REFILE

Form 668-F
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Recorded: 04/11/2001 200104110035797 00:00

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (800) 913-6050

Serial Number
620163070

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.

Name of Taxpayer BERT E SMITH IV

Residence 5600 COUNTRY DR APT 193
NASHVILLE, TN 37211-6467

BILL GARRETT, Davidson County
Trans:T20100052085 LIENFTL
Recvd: 08/23/10 09:46 1 pgs
Fees:12.00 Taxes:0.00
[redacted]
20100823-0066289

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). *** NOT APPLICABLE TO A REFILED NOTICE ***

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	12/31/1999	XXX-XX-3214	09/18/2000	N/A	2384.10

NOTICE OF FEDERAL TAX LIEN REFILING
Serial ID: 689363310 Notice Filed At: Davidson
New TP Name:
New Address:
New TIN:
R. A. Mitchell
Signature: for MARY FREELAND
(615) 250-6041
DATE: 08/16/2010
Title: BANKRUPTCY SPEC

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

Total $ 2384.10

This notice was prepared and signed at NASHVILLE, TN, on this, the 05th day of April, 2001.

Signature
for G ACKLIN

Title
ACS
62-01-0008

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

Part 1 - Kept By Recording Office

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