FROM: JOEL E. JORDAN, Successor Trustee

TO: U.S. BANK, N.A. AS TRUSTEE FOR MANUFACTURED HOUSING CONTRACT SENIOR/SUBORDINATE PASS-THROUGH CERTIFICATE TRUST 2000-6

Address New Owner as follows:	Send Tax Bills To:	Map-Parcel No.
U.S. Bank, N.A. as trustee for Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate Trust 2000-6 c/o Green Tree Servicing LLC 3012 Business Park Circle, S-100 Goodlettsville, TN 37072	-Same-	060160283.00/ 060160284.00

THIS INSTRUMENT PREPARED BY:

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

BILL GARRETT, Davidson County
Trans:T20110078054 DEEDTRS
Recvd: 12/09/11 13:27 20 pgs
Fees:103.00 Taxes:374.51
20111209-0096268

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $101,218.27.

Affiant

Subscribed and sworn to before me, this the 3rd day of December, 2011.

Notary Public

My Commission Expires:

August 25, 2013

SHARON D. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated **August 23, 2000**, of record in **Instrument #200008240083656**, Register's Office for **Davidson County,** Tennessee, hereinafter referred to as "Deed of Trust", **Barry L. Brown, unmarried,** conveyed to **William C. Ford, 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 **Joel E. Jordan, Substitute Trustee,** said appointment being set forth in **Instrument #20111005-0077172,** 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, **Joel E. Jordan, 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 **12:00 Noon, on Tuesday, November 22, 2011**, at the **Front door of the Davidson County Register of Deeds Office, 501 Broadway, 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**, a newspaper of general circulation in **Davidson County**, Tennessee, on **October 28, November 4 and November 11, 2011**; and

WHEREAS, at the time and place of said sale, and upon the Property being offered under the terms hereinabove set forth, **U.S. Bank, N.A. as trustee for Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate Trust 2000-6,** was the highest and best bidder;

NOW, THEREFORE, the undersigned, **Joel E. Jordan, Substitute Trustee,** acknowledges receipt of the sum of **One Hundred Thousand Two Hundred Eighteen and 27/100ths ($101,218.27) 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 **U.S. Bank, N.A. as trustee for Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate Trust 2000-6,** its successors and assigns, the following described real estate in **Davidson County**, Tennessee:

> Land in Davidson County, Tennessee, being lots 6, 7 on the plan of Jones Park Estate (resubdivision of Reserve Parcel "A"), of record in Book 5722, page 89, Register's Office for said County, and amended in Book 6200, page 23, RODC, TN.

Being the same property conveyed to Barry L. Brown by Warranty Deed from James Burrow dated August 23, 2000 and recorded in Instrument #200008240083655, Register's Office of Davidson County, Tennessee.

Also being the same property redeemed by Barry L. Brown by Decree of Redemption of record in Instrument #20110901-0067732, Register's Office of Davidson County, Tennessee.

Included in this conveyance is a 2001 Fleetwood mobile home, Serial #TNFLY27AB55272AV12.

This is improved property known as Lots 6 & 7 Jones Park Court, Nashville, Tennessee 37207.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to **U.S. Bank, N.A. as trustee for Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate Trust 2000-6,** its successors and assigns, forever; and **Joel E. Jordan, Substitute Trustee,** does hereby transfer, assign, and set over unto **U.S. Bank, N.A. as trustee for Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate Trust 2000-6,** 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. A written response from the Internal Revenue Service was received and therefore attached.

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

IN WITNESS WHEREOF, the said **Joel E. Jordan, Substitute Trustee,** has executed this instrument on this the 23rd day of November, 2011.

Joel E. Jordan
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 JOEL E. JORDAN, 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 23rd **day of** December, **2011.**

NOTARY PUBLIC

SHARON D. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires:

August 25, 2013

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

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

September 28, 2011

CERTIFIED MAIL...RETURN/RECEIPT REQUESTED

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

Attention: Technical Services Advisory Group Manager

Re: Foreclosure Sale
Taxpayer: Barry L Brown, unmarried
Lots 6 & 7 Jones Park Court
Nashville, Tennessee 37207

Dear Sir:

We represent U.S. Bank, N.A. as trustee for Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate Trust 2000-6 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 Tuesday, November 22, 2011, at 12:00 Noon, at the Front door of the Register of Deeds Office, 501 Broadway, Nashville, Tennessee.

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

   U.S. Bank, N.A. as trustee for Manufactured Housing Contract
   Senior/Subordinate Pass-Through Certificate Trust 2000-6
   c/o Joel E. Jordan, 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 in Instrument #20110415-0029182, 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 August of 2011, the approximate amount of the principal obligation secured by the Deed of Trust being foreclosed upon, including interest was $86,854.89. 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 in Instrument #200008240082656, 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,

STELTEMEIER & WESTBROOK, PLLC

Joel E. Jordan
Attorney

JEJ/sdd

Enclosures

RECEIVED BY: _____

DATE: _____

3758

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

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

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

Serial Number
773390711

For Optional Use by Recording Office

BILL GARRETT, Davidson County
Trans:T20110022278 LIENFTL
Recvd: 04/15/11 10:14 1 pgs
Fees:12.00 Taxes:0.00
[redacted]
20110415-0029182

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 BARRY L BROWN

Residence 1334 ROSEDALE AVE
NASHVILLE, TN 37207-5548

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	12/31/2000	XXX-XX-0391	08/20/2007	09/19/2017	36454.82
1040	12/31/2001	XXX-XX-0391	02/28/2005	03/30/2015	19201.30
1040	12/31/2002	XXX-XX-0391	02/28/2005	03/30/2015	19341.36
1040	12/31/2003	XXX-XX-0391	08/20/2007	09/19/2017	21809.03
1040	12/31/2004	XXX-XX-0391	08/20/2007	09/19/2017	16654.34

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

Total $ 113460.85

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

the 06th day of April, 2011.

Signature
for FRED BANKS

Title
ACS SBSE
(800) 829-3903

25-00-0008

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

FORECLOSURE SALE

Default having been made by failure to comply with the terms and conditions of a certain Deed of Trust dated **August 23, 2000**, executed by **Barry L. Brown, unmarried**, recorded in **Instrument #200008240082656,** Register's Office for **Davidson County**, Tennessee, and wherein the said **Barry L. Brown, unmarried** conveyed the property therein described to **William C. Ford, 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, **Joel E. Jordan**, of 3326 Aspen Grove Drive #604, Franklin, Tennessee 37067, having been appointed as Substitute Trustee in the place and stead of **William C. Ford, Trustee**, said appointment being set forth in the Register's Office for **Davidson County**, Tennessee, notice is hereby given that I, **Joel E. Jordan**, Substitute Trustee, having been requested so to do by the lawful owner of said indebtedness, will on **Tuesday, November 22, 2011**, at **12:00 Noon** at the **Front door** of the **Register of Deeds Office, 501 Broadway**, **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:

Land in Davidson County, Tennessee, being lots 6, 7 on the plan of Jones Park Estate (resubdivision of Reserve Parcel "A"), of record in Book 5722, page 89, Register's Office for said County, and amended in Book 6200, page 23, RODC, TN.

Being the same property conveyed to Barry L. Brown by Warranty Deed from James Burrow dated August 23, 2000 and recorded in Instrument #200008240083655, Register's Office of Davidson County, Tennessee.

Also being the same property redeemed by Barry L. Brown by Decree of Redemption of record in Instrument #20110901-0067732, Register's Office of Davidson County, Tennessee.

Included in this conveyance is a 2001 Fleetwood mobile home, Serial #TNFLY27AB55272AV12.

This is improved property known as Lots 6 & 7 Jones Park Court, Nashville, Tennessee 37207.

The 2010 taxes are currently due and payable.

The following person(s) or entity(ies) hold a Deed of Trust, lien or other encumbrance on the above described property:

Atlantic Credit & Finance, Inc.
Judgment Lien
Instrument #20071102-0129764

Worldwide Asset Purchasing II LLC.
Judgment Lien
Instrument #20080805-0080298

Capital One Bank (USA), N.A.
Judgment Lien
Instrument #20090223-0015738

Karen Comage
Notice of Lien
Instrument #20090417-0034852

CACV of Colorado, LLC
Judgment Lien
Instrument #20090513-0044229

The said property is subject to a notice of Federal Tax Lien in favor of the Internal Revenue Service of record in Instrument #20110415-0029182, Register's Office for said County. Notice as required by T.C.A. §35-5-104 and 26 U.S.C. §7425(b) has been timely given to the Internal Revenue Service and said sale will be subject to the right of the Internal Revenue Service to redeem the land as provided for in 26 U.S.C. §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.

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

JOEL E. JORDAN
Substitute Trustee

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

Insertion Dates: October 28, November 4 and November 11, 2011.

[redacted]
Instr:200008240083656 Page: 1 OF 8
RECD FOR REC 08/24/2000 8:51:07AM
RECORD FEE: $35.00
1. TAX: $101.44 T. TAX: $0.00

The MAXIMUM PRINCIPAL INDEBTEDNESS for Tennessee Recording Tax Purposes is ...$92,206.12 .

State of Tennessee — Space Above This Line For Recording Data

GT-15-43-090 (4/00)

DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 8/23/00 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: BARRY L. BROWN , unmarried
LOT 6&7 JONES PARK COURT
NASHVILLE, TN 37207

..... If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: William C. Ford
Davidson Co., TN

LENDER: Conseco Finance Corp. -Alabama
104 CUDE LANE, SUITE 160, MADISON, TN 37115

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

SEE ATTACHED ADDENDUM

The property is located in DAVIDSON (County) at LOT 6&7 JONES PARK COURT (Address), NASHVILLE (City), Tennessee 37207 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

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interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. **Notice: Pursuant to Tenn. Code Anno. « 47-28-105, Borrower may reduce the limit on the maximum amount of total principal indebtedness to be secured under this Deed of Trust.**

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

   A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers names, note amounts, interest rates, maturity dates, etc., and, if an open-end credit agreement, to refer to it or incorporate it by reference.)*

   A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Buyers/Borrowers.

   B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

   C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

   D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

   This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

   A. To make all payments when due and to perform or comply with all covenants.

   B. To promptly deliver to Lender any notices that Grantor receives from the holder.

   C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

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LPR2046

as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

    Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

    Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Deed of Trust. This assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Grantor agrees that Lender or Trustee may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. **DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

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default or anytime thereafter. In addition, Lender shall be entitled to all the [illegible] terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public outcry of the Property to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.

D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

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...claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. **INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

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designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

26. WAIVERS. Except to the extent prohibited by law, Grantor waives all rights to homestead, curtesy and dower, appraisement, and the marshalling of liens and assets. In addition, equitable and statutory rights of redemption by Grantor after foreclosure sale are expressly waived to the extent not prohibited by law.

27. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

.....**Open End Mortgage.** This Deed of Trust is an "Open End Mortgage" as defined under Tenn. Code Anno. « 47-28-103 and secures the Secured Debt which includes a revolving line of credit provision. The Secured Debt is due and payable on ..... if not paid earlier. The due date may not be more than twenty years after the date of the Secured Debt. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

.....**Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

.....**Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

.....**Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]

..... Condominium Rider ..... Planned Unit Development Rider ..... Other .....

.....**Additional Terms.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Barry L. Brown 8-23-00

(Signature) BARRY L. BROWN (Date) (Signature) (Date)

(Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT:

(Individual) STATE OF TN, COUNTY OF Davidson } ss.

Personally appeared before me, the notary named below, Barry L. Brown, unmarried 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 23rd day of August 2000

My commission expires: 11/25/2000

(Seal)

(Notary Public)

NICISEL HALEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENNESSEE

Please return this document after recording to: RELS, 1100 Kermit Dr. #204, Nashville, TN 37217

Mail Tax Bills to: Grantor/Borrower

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All of the property located at LOT 6&& JONES PARK COURT, in the City/Town/Village of NASHVILLE, County of DAVIDSON, State of TN, in which the Borrower has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as Exhibit A, together with a security interest in that certain 2001, 66 X 28 ANNIVERSARY mobile home, serial number TNFLY27AB55272AV12.

The Borrower does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Borrower has signed the Mortgage, and to attach Exhibit A after the Borrower has signed the Mortgage.

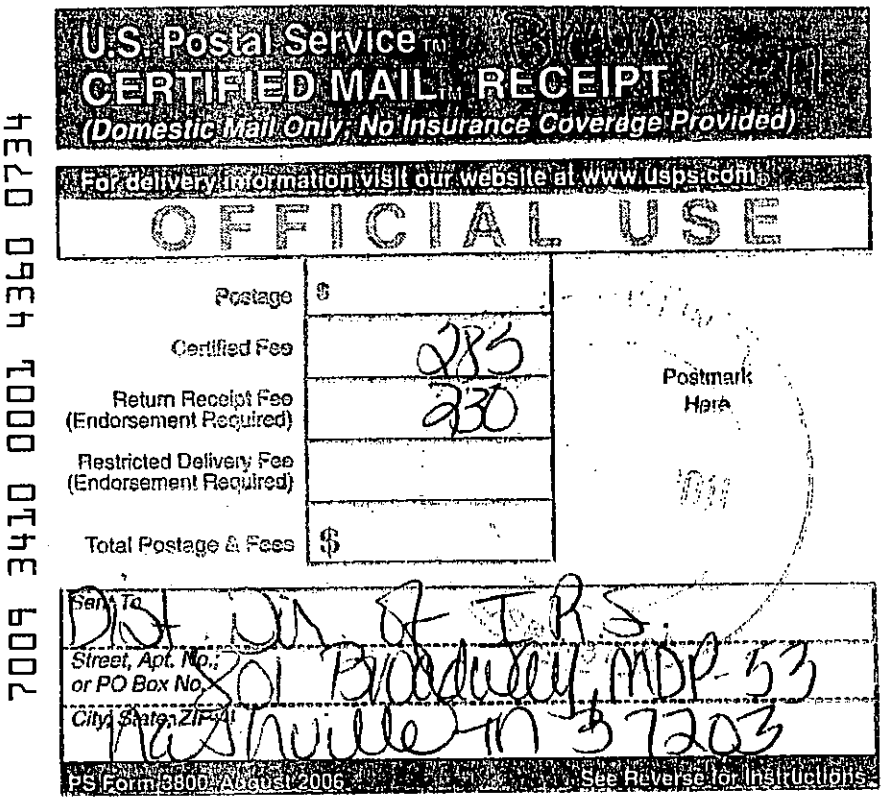
described as follows: to-wit:

Land in Davidson County, Tennessee, being lots 6, 7 on the plan of Jones Park Estates (resubdivision of Reserve Parcel "A"), of record in Book 5722, page 89, Register's Office for said County, and amended in Book 6200, page 23, RODC, TN.

BEING the same property conveyed to James Burrow, by Warranty Deed from Tennessee Statewide Homes, Inc., by James Burrow, President, dated July 28, 2000, recorded July 28, 2000, of record in Instrument #200007280074713, Register's Office for Davidson County, Tennessee.

Also being the same property conveyed to the Grantor herein by deed recorded herewith in Instrument No. 20000824 0083655, said Register's Office.

rta/69319-00



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OFFICIAL USE

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7009 3410 0001 4360 0734

Sent To: Dist. Dir. of IRS
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

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: Tech. Svcs. Advisory Group Manager

#08-77/Brown-JEJ

RECEIVED
OCT 03 2011
By

COMPLETE THIS SECTION ON

A. Signature
X Holly Redden

B. Received by (Printed Name)
Holly Redden

D. Is delivery address different frc
If YES, enter delivery address

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3. Service Type
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☐ Registered ☐ Retun
☐ Insured Mail ☐ C.O.D

4. Restricted Delivery? (Extra Fe

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

PS Form 3811, February 2004 Domestic Return Receipt

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
Washington, D.C. 20224

SMALL BUSINESS/SELF-EMPLOYED DIVISION

September 30, 2011

Steltemeier & Westbrook, PLLC
3326 Aspen Grove Drive #604
Franklin, TN 37067

Dear Mr. Jordan:

This is to acknowledge receipt of your correspondence dated September 28, 2011 regarding Barry L. Brown, Lots 6 & 7 Jones Park Court, Nashville, TN 37207, TIN xxx-xx-0391. Your notice is considered adequate for a non-judicial sale under the provisions of Section 7425 of the Internal Revenue Code of 1986.

If the property is sold for more than the total due on the foreclosing instrument, any excess proceeds are subject to the lien(s) of the Internal Revenue Service. Send excess proceeds to the address shown below.

The Internal Revenue Service reserves its right to redeem real property. If you desire to submit an application for release of our right of redemption, you may request a copy of Publication 487, by calling 1-800-TAX-FORM. A payment may be required to secure a release.

We are enclosing a blank "Report Of Sale". Within fifteen (15) days from the day of sale, please complete the report and return it to the address on the Report of Sale. If the sale is canceled, please provide a brief explanation as to the reason.

If you have any questions, please contact LaSonia Kimes, badge number 1000342229, telephone number, (615)250-5647, fax to (615)250-6008, or write to 801 Broadway, MDP 53, Nashville, TN 37203. Thank you for your cooperation.

Sincerely,

L Dunn

Leticia Dunn
Advisory Group Manager

Enclosure