BILL GARRETT, Davidson County
Trans:T20120073668 DEEDTRS
Recvd: 09/28/12 15:34 7 pgs
Fees:38.00 Taxes:366.30
20120928-0088804

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

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
Avenue Bank **111 Tenth Avenue, South** **Suite 400** **Nashville, TN 37203** **ATTN: Andy Moats**	**New Owner**	**030-00-0-035.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated June 25, 2010, executed by Jeffrey McCandless, to William Titus, Trustee, of record at Instrument No. 20100827-0067813, Register's Office for Davidson County; and

WHEREAS, Avenue Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming David M. Anthony, C. Tucker Herndon, and Gregory G. Vick, as Substitute Trustees by an instrument of record at Instrument No. 20120830-0078393, 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, C. Tucker Herndon, 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 1:30 o'clock p.m., prevailing time on Thursday, September 27, 2012 at the Front Door 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, C. Tucker Herndon, 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 Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) by Avenue Bank (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 Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) 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, its successors and assigns, 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 Whites Creek, Davidson County, Tennessee, and described as follows:

Map/Parcel Number: 030-00-0-035.00

Land in the 14th Civil District of Davidson County, Tennessee, described according to a survey prepared by John B. Rainey, dated December 8, 1975, as follows:

Beginning at a point in the northeasterly margin of Whites Creek Pike, being the northwesterly corner of James F. McClure property, as of record in Book 4989, page 495, Register's Office for said County, thence with McClure's line N. 65 degrees 48' E 602.66 feet, thence N 14 degrees 48' W 220.0 feet to James D. Burton property, as of record in Book 1726, page 499, said Register's Office, thence with Burton line S 87 degrees 37' W 124.54 feet, thence S 54 degrees 38' W 215.40 feet, thence S 36 degrees 22' W 55.77 feet, thence S 71 degrees 36' 30" W 228.25 feet to the easterly margin of Whites Creek Pike, thence with Whites Creek Pike S 14 degrees 48' 30" E 220.37 feet to the beginning.

Being the same property conveyed to Jeffrey W. McCandless by Warranty Deed from Cecil E. Bragg, of record at Instrument No. 20090602-0050642, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 5107 Whites Creek Pike, Whites Creek, Davidson County, Tennessee, 37189, but such address is 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, its/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.

A Notice of Federal Tax Lien has been filed by the Department of the Treasury, Internal Revenue Service, against Jeffrey McCandless, of record at Instrument No. 20110610-0044527, Register's Office for Davidson County, Tennessee, and of record at Instrument No. 20120423-0034319, 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).

Pursuant to T.C.A. 35-5-117, Notice of Right to Foreclose was mailed February 23, 2012.

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, its successors and assigns, 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 only 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.

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 27th day of September, 2012.

Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kristie Putman, 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 s/he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 27th day of September 2012.

Kristie Putman
NOTARY PUBLIC

My Commission Expires: 5/3/2016

KRISTIE PUTMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $99,000.00.

C. Tucker Herndon
AFFIANT

Subscribed and sworn before me on this 27th day of September 2012.

Kristie Putman
NOTARY PUBLIC

My Commission Expires: 5/3/2016

KRISTIE PUTMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

KRISTIE PUTMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

BONE MCALLESTER NORTON PLLC

David M. Anthony
615.238.6321 Direct Dial
615.687.5599 Direct Facsimile

August 31, 2012

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Certified Article Number
7196 9008 9040 1149 1072
SENDERS RECORD

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

Re: Notice of Non-judicial Foreclosure on Behalf of Avenue Bank ("Lender")
Name of Borrower: Jeffrey McCandless ("Borrower")
Address of Property: 5107 Whites Creek Pike, Nashville, Tennessee 37189 ("Property")

Dear Manager:

This letter is notice to the Internal Revenue Service, pursuant to Publication 783 of the proposed non-judicial foreclosure sale at 1:30 o'clock p.m. on the 27th day of September, 2012, by and on behalf of Lender, the owner and holder of a Deed of Trust Note dated June 25, 2010, in the original principal amount of $110,500.00, which is secured by a Deed of Trust dated June 25, 2010, executed by Jeffrey McCandless to William Titus, Trustee, and duly recorded at Instrument No. 20100827-0067813, Register's Office for Davidson County, Tennessee, on certain real property located at 5107 Whites Creek Pike, Nashville, 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:

1. I am attorney for Lender. Lender is the owner and holder of a Promissory Note dated June 25, 2010, in the original principal amount of $110,500.00, executed by Jeffrey McCandless ("Borrower"), and modified and amended in that *Restatement, Modification and Amendment of Note* dated August 4, 2011 (collectively, the "Note"). Borrower has defaulted on said Note and Lender has declared the default and accelerated the principal balance. As of August 31, 2012, the principal and accrued interest balance owing, past due and unpaid was $97,788.44. Pursuant to

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

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 Jeffrey W. McCandless, dated June 2, 2011, filed for record on June 10, 2011, at Instrument No. 20110610-0044527, Register's Office for Davidson County, Tennessee. A copy of said tax lien is attached hereto for your information.

3. A Notice of Federal Tax Lien Under Internal Revenue Laws was filed by the Department of Treasury against Jeffrey W. McCandless, dated April 13, 2012, filed for record April 23, 2012, at Instrument No. 20120423-0034319, Register's Office for Davidson County, Tennessee. A copy of said tax lien is attached hereto for your information.

4. Jeffrey W. McCandless purchased said real Property from Cecil E. Bragg by Warranty Deed dated June 1, 2009, of record at Instrument No. 20090602-0050642, 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 $135,000.00.

5. To the best of my knowledge and in reliance upon the title search by Gregory Vick & Associates, the last of which is dated July 15, 2012, title to said Property as of 8:00 a.m., July 15, 2012, is as follows:

   [a] Said Property is presently vested in Jeffrey W. McCandless by Warranty Deed from Cecil E. Bragg dated June 1, 2009, filed for record June 2, 2009, at Instrument No. 20090602-0050642, Register's Office for Davidson County, Tennessee.

   [b] 2010 County real property taxes are a lien against said Property now due and payable in the base amount of $95.83 plus penalty, interest, and costs.

   [c] 2011 County real property taxes are a lien against said Property and are now past due and delinquent in the base amount of $1,261.04 plus penalty, interest, and costs.

   [d] There is of record at Instrument No. 20100827-0067813, Register's Office for Davidson County, Tennessee, a Deed of Trust dated June 25, 2010 wherein said Property is conveyed to William Titus, Trustee, for the purpose of securing the Note in the principal sum of $110,500.00, executed by Jeffrey McCandless and payable to Lender.

[e] There is of record at Instrument No. 20110610-0044527, said Register's Office, a Notice of Federal Tax Lien in the name of Jeffrey W. McCandless filed June 10, 2011, showing an indebtedness for a 2009 tax period. The total unpaid assessment is $84,190.21.

[f] There is of record at Instrument No. 20120423-0034319, said Register's Office, a Notice of Federal Tax Lien in the name of Jeffrey W. McCandless filed April 23, 2012, showing an indebtedness for a 2010 tax period. The total unpaid assessment is $103,235.87.

6. Lender does not have a current appraisal of the Property. According to the records of the Tax Assessor of Davidson County, said Property has a value of $131,800.00.

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 27th day of September, 2012, at 1:30 p.m. at the front door of the Davidson County Courthouse in Nashville, Davidson County, Tennessee. The terms of the sale being to offer the Property 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.

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,

David M. Anthony

Attorney for Avenue Bank

DMA/kp
Enclosures