BILL GARRETT, Davidson County
Trans:T20130092307 DEEDTRS
Recvd: 10/28/13 14:14 25 pgs
Fees:128.00 Taxes:177.60
20131028-0111966

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.:
First Tennessee Bank 511 Union Street, 5th Floor Nashville, TN 37219 Attn: Bob Goodall	New Owner	043-04-0-A-021.00 CO 043-04-0-A-027.00 CO 043-04-0-A-028.00 CO 043-04-0-A-029.00 CO 043-04-0-A-044.00 CO 043-04-0-A-045.00 CO

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated September 29, 2006, executed by T.F. Homes, LLC, a Tennessee limited liability company, to James M. McGrew, Jr. and Judith L. Hanson, Trustees, of record in Instrument No. 200610030122736, and amended by instrument of record in Instrument No. 200904290039024, Register's Office for Davidson County; and

WHEREAS, First Tennessee Bank National Association, 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 in Instrument No. 20130823-0089376, 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 and applicable law, providing notice and advertising that said property would be sold at 11:00 o'clock a.m., prevailing time on Monday, October 28, 2013, 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 Forty-eight Thousand and 00/100 Dollars ($48,000.00) by First Tennessee Bank National Association (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 Forty-eight Thousand and 00/100 Dollars ($48,000.00) 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 Davidson County, Tennessee, and described as follows:

> Land in Davidson County, Tennessee, being Lot No. 21, 27, 28, 29, 44 & 45 on the First Revision, Final Plat of River Landing, Section I, Phase I (formerly known as Windstar Estates, Section 1, Phase 1) of record in Instrument No. 20060918-0115492, said Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to T. F. Homes, LLC by deed of record in Instrument 20061003-0122735, Register's Office for Davidson County, Tennessee.

The street addresses of the property are believed to be 735 River Landing Way, 736 River Landing Way, 732 River Landing Way, 728 River Landing Way, 720 River Landing Way and 716 River Landing Way, Old Hickory, Davidson County, 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 tracts or parcels of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its 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 State Tax Lien was filed by the Tennessee Department Revenue against T. F. Homes, LLC, of record in Instrument No. 200905180045196, Register's Office for Davidson County, Tennessee. Timely notice was given by the Substitute Trustee to the Department of Revenue, State of Tennessee, pursuant to T.C.A. §67-1-1433(b)(1). The sale of this property will be subject to the right of the Department of Revenue, State of Tennessee, to redeem said property under the provisions of T.C.A. §67-1-1433(c).

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 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 28th day of October, 2013.

Sam J. McAllester, III,
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, Sam J. McAllester, III, 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 28th day of October, 2013.

Kimberley J Raymond
NOTARY PUBLIC

My Commission Expires: 9-11-17

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 $48,000.00.

AFFIANT

Subscribed and sworn before me on this 28th day of October, 2013.

NOTARY PUBLIC

My Commission Expires: 9-11-17

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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

RECEIVED
OCT 08 2013
By

October 3, 2013

Sam J. McAllester, III
Bone, McAllester & Norton, PLLC
Nashville City Center, Suite 1600
511 Union Street
Nashville, TN 37219

Re: Foreclosure Sale of Property Owned by: **T.F. Homes, LLC**
Entity Number: **001 62-1828091/000**

Property Addr: River Landing Way, Old Hickory, TN

This is in reference to your letter dated September 25, 2013 concerning a foreclosure sale of property owned by the above-captioned taxpayer(s).

Your letter **does** comply with the provisions of T.C.A. § 67-1-1401 et. seq., but if the sale produces more than the amount needed to satisfy the cost of the sale, the indebtedness indicated in your letter, and any other superior liens, the amount of surplus proceeds up to the amount of taxes, penalties and interest due the Department of Revenue must be remitted to the State of Tennessee. Excess proceeds, if any, should be sent to the attention of the Special Procedures Unit at P.O. box 190665 Nashville, TN 37219-0665. The amount of taxes, penalties and interest that is due as of **October 28, 2013** is **$107,030.94**. *(Please be advised that if the scheduled sale is cancelled or postponed for any reason, notice must be submitted in writing if the sale is to be continued).*

After the sale, (and within 15 days), please furnish me with **an accounting of the sale** (form enclosed), and I will release the State's tax lien on the property sold. If the sale is canceled, please advise this office with a brief explanation. I trust that this has answered your letter, but if not, please let me know.

Lori S. Fernandez, Account Technician I, Lien Desk 1
Special Procedures Section
Revenue Enforcement Division
Tennessee Department of Revenue

SP/bt
c: *file*

BONE MCALLESTER NORTON PLLC

Sam J. McAllester, III
615.238.6320 Direct Dial
615.687.2207 Direct Fax

September 25, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Commissioner Richard H. Roberts
State of Tennessee Department of Revenue
927 Andrew Jackson Building
Nashville, Tennessee 37242

Re: Notice of Non-judicial Foreclosure on Behalf of First Tennessee Bank National Association ("Lender")
Name of Borrower: T.F. Homes, LLC ("Borrower")
Addresses of Property: 735 River Landing Way, Old Hickory, TN; 736 River Landing Way, Old Hickory, TN; 732 River Landing Way, Old Hickory, TN; 728 River Landing Way, Old Hickory, TN; 720 River Landing Way, Old Hickory, TN; and 716 River Landing Way, Old Hickory, TN (collectively the "Property")

Dear Mr. Roberts:

This letter is notice to the State of Tennessee, Department of Revenue of the proposed non-judicial foreclosure sale at 11:00 o'clock, a.m., on the 28th day of October, 2013, by and on behalf of Lender, the owner and holder of a Deed of Trust executed by Borrower to James M. McGrew, Jr. and Judith L. Hanson, Trustees, and duly recorded at Instrument No. 200610030122736 as amended at Instrument No. 200904290039024, Register's Office for Davidson County, Tennessee, on certain real property located at 735 River Landing Way, Old Hickory, Tennessee; 736 River Landing Way, Old Hickory, Tennessee; 732 River Landing Way, Old Hickory, Tennessee; 728 River Landing Way, Old Hickory, Tennessee; 720 River Landing Way, Old Hickory, Tennessee; and 716 River Landing Way, Old Hickory, Tennessee (the "Deed of Trust").

This letter is a request on behalf of Lender for the consent of the State of Tennessee Department of Revenue to the sale of the Property and for discharge of said Property from the lien of the State of Tennessee and/or the sale of said Property free and clear of such lien. 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 twelve (12) Promissory Notes ("Notes") executed by T.F. Homes, LLC ("Borrower"). Borrower has defaulted on said Notes and Lender has declared the default and accelerated the principal balances. As of September 13, 2013, the principal and accrued interest balances owing, past due and unpaid on said Notes totals

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

$193,468.42. 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 State Tax Lien was filed by the State of Tennessee Department of Revenue Tax Enforcement Division against T.F. Homes, LLC, dated May 14, 2009, filed for record on May 18, 2009, at Instrument No. 20090518-0045196, Register's Office for Davidson, County, Tennessee. A copy of said tax lien is attached hereto for your information.

3. T.F. Homes, LLC purchased said Property from Lakewood R3, LLC by Warranty Deed dated September 29, 2006, of record at Instrument No. 200610030122735, 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 $236,860.32.

4. To the best of my knowledge and in reliance upon the title search by Gregory Vick & Associates, the last of which is dated August 21, 2013, title to said Property as of 8:00 a.m., August 21, 2013, is as follows:

[a] Said Property is presently vested in T.F. Homes, LLC by Deed from Lakewood R3, LLC dated September 29, 2006, filed for record October 3, 2006 at Instrument No. 200610030122735, Register's Office for Davidson County, Tennessee.

[b] 2013 County real property taxes are a lien against said Property and are due and payable at this time.

[c] There is of record at Instrument No. 200610030122736 as amended at Instrument No. 200904290039024, Register's Office for Davidson County, Tennessee, a Deed of Trust dated September 29, 2006 wherein said Property is conveyed to James M. McGrew, Jr. and Judith L. Hanson, Trustees, for the purpose of securing all indebtedness of T.F. Homes, LLC to First Tennessee Bank National Association.

[d] There is of record an Order of Default Judgment in the amount of $302,163.75 against T.F. Homes, LLC of record in Instrument 20090123-0006222, Register's Office for Davidson County, resulting from the case of Thomas & Associates, Inc., vs. T.F. Homes, LLC, Case No. 08-2259-II in the Chancery Court for Davidson County, Tennessee.

[e] There is of record an Order Awarding Prejudgment Interest in the amount of $37,294.85 against T.F. Homes, LLC of record in Instrument 20090225-0016696, Register's Office for Davidson County, resulting

from the case of Thomas & Associates, Inc., vs. T.F. Homes, LLC, Case No. 08-2259-II in the Chancery Court for Davidson County, Tennessee

[h] A Notice of State Tax Lien filed by the State of Tennessee Department of Revenue Tax Enforcement Division in the name of T.F. Homes, LLC, filed for record May 18, 2009, at Instrument No. 20090518-0045196, Register's Office for Davidson County, Tennessee.

5. According to the records of the Tax Assessor of Davidson County, said Property has a total value of $252,000.00.

6. 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 28th day of October, 2013, at 11:00 o'clock a.m., prevailing time, on the steps of the Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee.

7. Pursuant to T.C.A. §67-1-1401 et. seq., I am also enclosing a copy of the Deed of Trust under which said sale is being foreclosed.

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,

Sam J. McAllester, III

Attorney for First Tennessee Bank
National Association

Enclosures

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

FORECLOSURE SALE NOTICE

WHEREAS, T.F. Homes, LLC, a Tennessee limited liability company, by a Tennessee Deed of Trust dated September 29, 2006, of record at Instrument No. 200610030122736, and amended by instrument of record in Instrument No. 200904290039024, Register's Office for Davidson County, Tennessee ("Deed of Trust"), conveyed to James M. McGrew, Jr. and Judith L. Hanson, Trustees, 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 First Tennessee Bank National Association, the owner and holder of said Indebtedness, by an instrument of record at Instrument No. 20130823-0089376, 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, First Tennessee Bank National Association, 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 Monday, October 28, 2013, at 11:00 o'clock a.m., prevailing time, on the steps of the Davidson County Courthouse, Public Square, 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:

Legal Description Reference: The real property is described in the First Amendment to Deed of Trust of record in Instrument No. 20090429-0039024, Register's Office for Davidson County, Tennessee. Being the same real property described in the deed of record in Instrument No. 20061003-0122735, Register's Office for Davidson County, Tennessee.

Street Address: The street address of the property is believed to be 735 River Landing Way, 736 River Landing Way, 732 River Landing Way, 728 River Landing Way, 720 River Landing Way and 716 River Landing Way, Old Hickory, Davidson County, 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.

Map/Parcel Numbers: 043-04-0-A-021.00 CO
043-04-0-A-027.00 CO
043-04-0-A-028.00 CO
043-04-0-A-029.00 CO
043-04-0-A-044.00 CO
043-04-0-A-045.00 CO

Land in Davidson County, Tennessee, being Lot No. 21, 27, 28, 29, 44 & 45 on the First Revision, Final Plat of River Landing, Section I, Phase I (formerly known as Windstar Estates, Section 1, Phase 1) of record in Instrument No. 20060918-0115492, said Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to T.F. Homes, LLC by deed of record in Instrument 20061003-0122735, Register's Office for Davidson County, Tennessee.

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: T.F. Homes, LLC, Tennessee Department of Revenue, Thomas & Associates, Inc., and Metro Nashville Planning Department.

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.

A Notice of State Tax Lien has been filed by the Tennessee Department Revenue against T.F. Homes, LLC, of record in Instrument No. 200905180045196, Register's Office for Davidson County, Tennessee. Timely notice has been given by the Substitute Trustee to the Department of Revenue, State of Tennessee, pursuant to T.C.A. §67-1-1433(b)(1). The sale of this property will be subject to the right of the Department of Revenue, State of Tennessee, to redeem said property under the provisions of T.C.A. §67-1-1433(c).

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; any unpaid taxes and assessments (plus penalties, interest, and costs) which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; 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 that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection and accurate survey of the property might disclose.

This 25th day of September, 2013.

Sam J. McAllester, III, Substitute Trustee

BONE MCALLESTER NORTON PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
615/238-6322

CERTIFICATE OF SERVICE

I certify that on September 25, 2013, 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:

T.F. Homes, LLC
705 River Landing Way
Old Hickory, TN 37138-3830

Ralph Stevens, Registered Agent
T.F. Homes, LLC
2572 Murfreesboro Road
Nashville, TN 37217

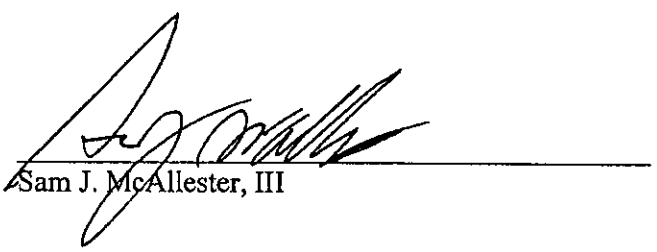
Thomas and Associates, Inc.
151 Bain Road
LaVergne, TN 37086

Metro Nashville Planning Department
Attn: Development Finance Officer
800 2nd Avenue South
P.O. Box 196300
Nashville, Tennessee 37219

J. Scott Baldwin
Smith, Cashion & Orr, PLC
231 Third Avenue North
Nashville, TN 37201

Jefferson C. Orr, Registered Agent
Thomas and Associates, Inc.
424 Church Street, Suite 2200
Nashville, TN 37219

Commissioner Reagan Farr
Tennessee Department of Revenue
State of Tennessee Department of Revenue
927 Andrew Jackson Building
Nashville, Tennessee 37242



Sam J. McAllester, III

N0009601

7033758090514

TENNESSEE DEPARTMENT OF REVENUE

NOTICE OF STATE TAX LIEN

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

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

FOR DEPARTMENT OF REVENUE USE ONLY

TAXPAYER:	ENTITY ID:
T.F. HOMES, LLC	001 62-1828091/000
D/B/A: T.F. HOMES, LLC 2572 MURFREESBORO PIKE NASHVILLE TN 37217-3504	001 62-1828091 COUNTY: DAVIDSON

This instrument was prepared by the Tennessee Department of Revenue.

Witness my hand, at Nashville, Tennessee, on May 14, 2009.

COMMISSIONER OF REVENUE

By: William E Hobbs

Delegate of Commissioner

FOR REGISTER USE ONLY .... PRINT OR STAMP

BOOK NO	PAGE NO.	DATE	TIME

REGISTER BILL GARRETT, Davidson County

Trans:T20090032509 LIENSTL

Recvd: 05/18/09 09:31 1 pgs

Fees:12.00 Taxes:0.00

[redacted]

20090518-0045196

RV-N0009601

This Instrument Prepared By:
Guaranty Title and Escrow Co.
2711 Murfreesboro Road, #200
Antioch, TN 37013

Davidson County DOT
Recvd: 10/03/06 16:06 6 pgs
Fees:33.00 Taxes:270.09
20061003-0122736

TENNESSEE DEED OF TRUST

FIRST TENNESSEE

® Registered Service Mark owned and licensed by First Tennessee National Corporation. Member FDIC.

THIS INDENTURE, Made this 29th day of September, 2006, by and between T.F. Homes, LLC herein called Grantor, and, James M. McGrew, Jr. and Judith L. Hanson of Williamson Tennessee, herein called Trustee, and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, HEREIN CALLED Beneficiary.

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

Land in Davidson County, Tennessee, being Lot No. 21, 27, 28, 29, 44 & 48 on the First Revision, Final Plat of River Landing, Section 1, Phase 1, (formerly known as Windstar Estates, Section 1, Phase 1) of record in Instrument No., 20060918-0115492, said Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to grantors by deed being recorded in Instrument 20061003-0122735, said Register's Office.

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

TO HAVE AND TO HOLD The aforedescribed real estate together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Trustee, his successors and assigns, in fee simple forever, and the said Grantor does hereby covenant with the said Trustee, his successors and assigns, that he is lawfully seized in fee of the aforedescribed real estate, that he has a good right to sell and convey the same, that the same is unencumbered except for that certain deed of trust of record as Instrument No. _____ (or in Book _____ at page _____) in the Register's Office of Davidson County, Tennessee, and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons whomsoever.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be compiled with, and such amounts so paid shall be repaid on demand with interest from the date of such payment at the highest rate legally chargeable on the date of such payment, shall be treated as part of the expenses of administering this trust and shall be secured by the lien of this Deed of Trust; and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

THIS CONVEYANCE IS MADE IN TRUST to secure to Beneficiary (1) payment of the indebtedness evidenced by a promissory note (and all renewals, extensions or modifications thereof) of even date herewith (or dated 09/29/06) in the principal sum of $236,860.32 Dollars

($236,860.32), the balance of the principal sum being payable as set forth in said note. THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $236,860.32.

Said note is executed by Grantor, delivered to Beneficiary and together with the interest thereon as by said note (and all renewals or extensions or modifications thereof provided, is payable to the order of Beneficiary in lawful money of the United States of America at its main office, or at such other place as the holder thereof may designate in writing, the principal and interest being payable in accordance with the terms and conditions in said note provided, to which note reference is hereby made for full particulars; (2) payment of all other moneys advanced by the Beneficiary for the protection of the security, including, without limitations, items such as taxes, insurance, repairs, attorney's fees, etc.; (3) the performance of all covenants, conditions, stipulations and agreements herein contained; and (4) any other indebtedness, liabilities or obligations, now existing or hereafter arising, due or to become due, absolute or contingent of the Grantor, or (if the Grantor is more than one), any of them, to the Beneficiary, including obligatory future advances made for commercial purposes; provided, however, that this clause (5) hereof shall not apply to any indebtedness governed by the Federal Truth in Lending Act. The parties hereto acknowledge that if the note secured hereby evidences a construction loan to Grantor, funds may be periodically disbursed to Grantor by Beneficiary as construction progresses.

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

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

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

Grantor covenants and agrees as follows:

1. To pay all sums secured hereby when due

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

3. To keep the premises insured against loss or damage by fire, the perils against which insurance is afforded by extended coverage endorsement, and such other risks and perils as Beneficiary in its discretion may require. The policy or policies of such insurance shall be in the form in general use from

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

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

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

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

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

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

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

any other indebtedness, liabilities, or obligations of the Grantor secured hereby or intended so to be, and any balance of such indebtedness or interest remaining unpaid shall be the subject of immediate suit; and Third, should there be any surplus, the Trustee will pay the same to the Grantor or to such person as may be legally entitled thereto, upon delivery and surrender to the purchaser of possession of the property sold, less the expense, if any, of obtaining possession.

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

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

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

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

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

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

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

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

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

d. Accept additional security of any kind.

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

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

14. In the event of the death, refusal, or inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority in amount of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the rights and title, and clothed with all of the power of the Trustee named herein, and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

In the event that more than one Trustee be named herein, any one of such Trustees shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of said property. In the event that more than one Trustee be named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of those or any of those named herein shall be sufficient.

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

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

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

18. Beneficiary has not consented, and will not consent, to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this instrument, either under §66-11-108 of the Tennessee Code Annotated, or otherwise.

19. Grantor has not, and to the best of Grantor's knowledge, no prior owner, or current or prior tenant, subtenant or other occupant of all or any part of the premises, has used any hazardous substances on, from or affecting the premises in any manner which (i) diminishes the value of the premises; (ii) would allow any state, local or federal government agency to take action under any state or federal environmental law with respect to the premises which could give rise to any lien on the premises; or (iii) violates any federal law or any regulations adopted or incorporated thereunder. Grantor further warrants and represents that

no hazardous substances have been disposed of on the premises and that the premises does not contain any storage tanks for fuel or chemicals.

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

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

22. Any Grantor who cosigns this Deed of Trust, but does not execute the Note, (a) is cosigning this Deed of Trust only to grant and convey that Grantor's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Beneficiary and any other Grantor hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Grantor's consent and without releasing that Grantor or modifying this Deed of Trust as to that Grantor's interest in the property conveyed herein.

23. Each of the parties hereby waives trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matter whatsoever arising out of or in any way connected with this agreement or under any amendment, instrument, document or agreement delivered (or which may be delivered in the future) in connection herewith or arising from any banking relationship between the parties to this agreement.

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

T.F. Homes, LLC

By: _____
Ralph Stevens, Chief Manager

By: _____
Jack Williams, Secretary

STATE OF Tennessee
COUNTY OFDavidson

Before me, the undersigned, a Notary Public, in and fore the State and County aforesaid, personally appeared Ralph Stevens and Jack Williams, with whom I am personally acquainted, or (proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Chief Manager and Secretary of T.F. Homes, LLC, and that they as such Chief Manager and Secretary, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29th day of September, 2006.

_____
Notary Public

Commission expires: 8/20/07

LORI HOLLOWAY
NOTARY PUBLIC AT LARGE
RUTHERFORD CO., TENN.

Loan No. 05200012640001

Maximum Principal Indebtedness
for Tennessee Recording Tax
Purposes is $0.00. Tax previously paid
on Instrument No. 200610030122736

Prepared By and Returnable to:
Bone McAllester Norton PLLC (th)
511 Union Street, Suite
Nashville City Center
Nashville, Tennessee 3

BILL GARRETT, Davidson County
Trans:T20090028189 DOTAMEND
Recvd: 04/29/09 15:20 6 pgs
Fees:32.00 Taxes:0.00
[redacted]
20090429-0039024

FIRST AMENDMENT TO DEED OF TRUST

THIS FIRST AMENDMENT TO DEED OF TRUST ("Amendment") dated and effective September 29, 2006 ("Effective Date") made and entered into between and among First Tennessee Bank National Association ("Lender"), and T.F. Homes, LLC, a Tennessee limited liability company ("Grantor").

W I T N E S S E T H:

WHEREAS, to secure an indebtedness evidenced by a Promissory Note dated as of September 29, 2006, in the maximum principal amount of Two Hundred Thirty Six Thousand Eight Hundred Sixty and 32/100 Dollars ($236,860.32.00), executed by T.F. Homes, LLC ("Borrower") to Lender (hereinafter the "Note") and all renewals, extensions, amendments and modifications thereof, Grantor executed to James M. McGrew, Jr. and Judith L.Hanson, Trustee, a Deed of Trust dated September 29, 2006, and filed of record in Instrument No. 200610030122736 in the Register's Office for Davidson County, Tennessee ("Deed of Trust"); and

WHEREAS, Borrower has this day executed to Lender a Forbearance Agreement which amends, modifies, extends and/or renews the Note and extends the Maturity Date to June 30, 2009 (the "Modified Note"); and

WHEREAS, the parties hereto desire to amend the Deed of Trust to provide that the Deed of Trust shall be secured by Lot Nos. 21, 27, 28, 29, 44, and 45 on the First Revision, Final Plat of River Landing, Section 1, Phase 1, (formally known as Windstar Estates, Section 1, Phase 1) of record in Instrument No. 200609180115492, said Register's Office for said County, to which reference is made for a more complete description and extends the Maturity Date to June 30, 2009.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other valuable consideration, including the debt and trust herein provided, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the secured debt and other obligations of Grantor hereinafter set forth, Grantor does hereby irrevocably grant, bargain, sell, convey, assign, transfer, pledge, and set over unto Trustee, and the successors and assigns of Trustee, in trust, with power of sale, all of Grantor's present and future right, title, interest, and claim with respect to the following (all of which are hereinafter collectively referred to as the "Property"):

(a) All those certain tracts, pieces, or parcels of land located in Davidson County and more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land");

(b) Together with all buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, or any part and parcel thereof (the "Improvements");

(c) Together with all trade, domestic, and ornamental fixtures, including without limitation gas and electric fixtures, radiators, heaters, engines and machinery, boilers, elevators and elevator motors, escalators, pipes, plumbing, plumbing fixtures, and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, heating and air conditioning equipment and apparatus, refrigerating plants, refrigerators, windows, window screens, awnings and storm sashes, window coverings, draperies, shades and blinds, lights, forms, lighting equipment, lighting fixtures, laundry equipment, incinerating and power equipment, engines, motors, conduits, ventilating fans, ducts, vents, and equipment, communications equipment, cabling and apparatus, cabinets, shelving, partitions, ducts, paneling, woodwork, molding, millwork, decorative trimwork, ceiling tiles and panels, and all other furnishings, furniture, fixtures, machinery, equipment, fittings, apparatus, appliances, and personal property of every kind and nature whatsoever actually or constructively attached to said Land or Improvements now or hereafter owned by Grantor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Property, including all accessions, attachments, parts, extensions, additions, improvements, betterments, renewals and replacements, substitutions thereof, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter purchased to be installed on the land or placed or located on the Land (collectively the "Fixtures"), all of which are hereby declared and agreed by the parties, and shall be deemed, to be fixtures and accessions to the Land and intended to be installed therein and a part of the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Security Instrument;

(d) Together with all easements, rights-of-way, streets, ways, alleys, passages, sewer rights, water rights, minerals, mineral rights, gas rights, timber, flowers, shrubs, trees, and other emblements now or hereafter located on the Land or under, or above the same, or any part of parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditament and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor;

(e) Together with all present and future leases, rents, royalties, issues, profits and revenues of the Property from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in, and to the same, reserving only the right to Grantor to collect the same so long as Grantor is not in default hereunder;

(f) Together with all awards, compensation and settlements in lieu thereof made as a result of (i) the taking of power of eminent domain of the whole or any part of the Property, including any awards for damage sustained to the Property, for a temporary taking, change of grade of streets or taking of access, or (ii) any other injury to, taking of, or decrease in the value of the Property;

(g) Together with all building materials now or hereafter located on the Land, prior to incorporation of said building materials in the improvements on the Land; and

(h) Together with all proceeds of hazard or other insurance policies maintained with respect to the Property and the Improvements (whether or not Lender is loss payee thereunder).

TO HAVE AND TO HOLD the Property and all parts, rights, Improvements, Fixtures, members and appurtenances thereof, to the use and benefit of Trustee and the successors, successors-in-title, and assigns of Trustee, forever.

1. The Deed of Trust shall secure (i) that certain Promissory Note dated September 29, 2006 in the maximum principal amount of Two Hundred Thirty Six Thousand Eight Hundred Sixty and 32/100 Dollars ($236,860.32) and all renewals extensions, amendments and modifications thereof; and (ii) any future advances, or any other debts or liabilities due or to become due to said Lender by Borrower.

2. The provisions of the Deed of Trust are hereby amended to the extent necessary to conform to the foregoing, but no further or otherwise. In the event of default in payment of the indebtedness secured thereby, or in the event of default in any other provision of the said Note or Deed of Trust, amended hereby, the provisions of said instruments making the whole of the indebtedness due and payable shall be, and continue to be, in full force and effect and the Deed of Trust, as amended hereby, shall be and continue to be a lien upon the real property conveyed in Deed of Trust. The Deed of Trust shall be and remain in full force and effect with all its covenants and provisions, except as expressly provided herein, the holder of the indebtedness hereby reserving the rights, remedies and privileges, as provided therein, and in the Deed of Trust, as amended hereby.

3. Grantor warrants and covenants it has have neither done, nor permitted to be done, any act, claim, instrument, document, deed of trust, lien, etc. nor has any lien or claim arisen by operation of law that shall be superior in time or right to the security provided by this Amendment since the recording of the Deed of Trust.

IN WITNESS WHEREOF, the parties have executed this instrument this 1st day of April, 2009.

LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

V.P.

By: David W. Ellis
Title: Vice President

GRANTOR:

T.F. Homes, LLC

By: Ralph Stevens
Title: Chief Manager

By: Jack Williams
Title: Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared David W. Ellis, with whom proved to me on the basis of satisfactory evidence, and who upon his oath acknowledged himself to be the Vice President of First Tennessee Bank National Association, the within-named bargainor, a banking corporation, and that he as such Vice President, executed the foregoing instrument for the purposes therein contained by signing the name of First Tennessee Bank National Association by the said David W. Ellis as such Vice President.

Witness my hand and official seal this 1st day of April, 2009.

NOTARY PUBLIC

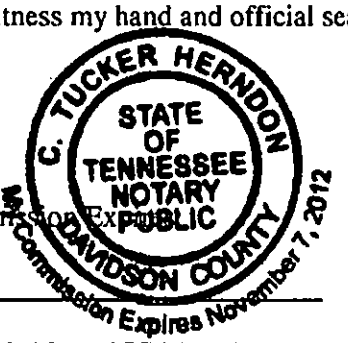
My Commission Expires:

TUCKER HERNDON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires November 7, 2012

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ralph Stevens, with whom proved to me on the basis of satisfactory evidence, and who upon his oath acknowledged himself to be the Chief Manager of T. F. Homes, LLC, the within-named bargainor, a limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Ralph Stevens. as such Chief Manager.

Witness my hand and official seal this 1st day of April, 2009.



NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Jack Williams., with whom proved to me on the basis of satisfactory evidence, and who upon his oath acknowledged himself to be the Secretary of T. F. Homes, LLC, the within-named bargainor, a limited liability company, and that he as such Secretary, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Jack Williams. as such Secretary.

Witness my hand and official seal this 1st day of April, 2009.

NOTARY PUBLIC

My Commission Expires:

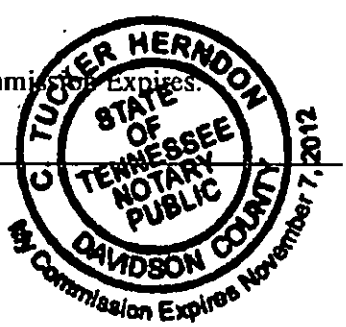


EXHIBIT A

Land in Davidson County, Tennessee, being Lot Nos. 21, 27, 28, 29, 44, and 45 on the First Revision, Final Plat of River Landing, Section 1, Phase 1, (formally known as Windstar Estates, Section 1, Phase 1) of record in Instrument No. 200609180115492, said Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to grantors by deed being recorded in Instrument No. 20061003122735, said Register's Office.