Prepared by and return to:
William Timothy Hill Attorney At Law
201 Fourth Avenue North, Suite 1800
Nashville, TN 37219

Davidson County DEEDTRS
Recvd: 12/03/13 10:36 15 pgs
Fees:78.00 Taxes:387.31
20131203-0122894

Address New Owner and Send Tax Bills To:

U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust
13801 Wireless Way
Oklahoma City, OK 73134

Tax Map-Parcel Numbers:

070 13 0 104.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Default having been made in the terms and conditions of payments, pursuant to a certain Deed of Trust executed by Eugene D. Simpson, an unmarried man, to Morris A. Capouano, Trustee, dated the 9th day of April, 2003, and being of record in Inst. No. 20030425-0055985, Register's Office for Davidson County, Tennessee, referred to herein as the deed of trust, debts and obligations having been assigned by MERS as nominee for EquiSouth Mortgage, Inc. to Household Financial Center, Inc. at Inst. No. 201305210051041, which conveyed certain real property, appurtenances, estate, title and interest therein in trust to secure the indebtedness described therein, which indebtedness is now due and unpaid and has been declared in default by the lawful owner thereof, Household Financial Center, Inc. and

WHEREAS, Household Financial Center, Inc., the holder and owner of the debt secured by said Trust Deed, having for reasons satisfactory to itself, under the provision of said Trust Deed, by instrument recorded in the Register's Office in Inst. No. 20131008-0105869, named and appointed the undersigned as Trustee in the place and stead of the said Transcontinental Title, trustee; and

WHEREAS, default was made in the payment of the debt and obligations secured by said Trust Deed and the undersigned, as Substitute Trustee, was requested to advertise and sell the property conveyed by said Trust Deed in compliance with the provisions thereof; and

WHEREAS, the undersigned, as Substitute Trustee, did, in compliance with the provisions of said Trust Deed, advertise for sale the property conveyed by same, the advertisement of sale having been published in Nashville Ledger, a newspaper published in Davidson County, Tennessee in the issues 10/11/13 – 10/18/13 – 10/25/13 of said newspaper, said sale having been advertised for November 12, 2013, commencing at 12:00 noon in the front corridor of the Davidson County Courthouse, Public Square, 2nd Ave, Nashville, Tennessee, at which time and place the property was offered for sale and sold; and

WHEREAS, the highest and best bid for said property was then and there made by US BANK TRUST N.A., as Trustee for LSF8 Master Participation Trust a bid of One Hundred Four Thousand Six Hundred Seventy-eight and 79/100 ($104,678.79), for said property, which bid was then and there accepted by the undersigned as Substitute Trustee.

NOW, THEREFORE, for the consideration named, and for and in consideration of the compliance with the terms of said bid, the undersigned, William Timothy Hill, as Substitute Trustee, has bargained and sold, and does by these presents bargain, sell and convey to the said US BANK TRUST N.A., as Trustee for LSF8 Master Participation Trust, the property advertised and sold as hereinabove recited, situated, lying and being in the County of Davidson, State of Tennessee, and more particularly described as follows:

Land in the 13th Former 23rd Civil District of Davidson County, TN, described as follows: Beginning at a point in the easterly margin of Cliff Drive which point of beginning being 1405 feet north from the center of bridge Ave or Hydes Ferry Pike and said Cliff Drive; thence easterly with a line, this deed will create, which will be the northerly line of the real estate owned by Tom Resha and wife, Louise Jones Resha, by deed dated 4/13/45 and being the southerly line of the lot herein conveyed; thence with the said line or point of beginning and easterly 275 ft more or less to the low water mark and with said river northerly 60 feet to a point and intersection the southerly line of real estate owned by C.E. Deaver; thence with said Deaver southerly line and westerly 275 feet, more or less to the east margin of Cliff Dr; thence with the same and southerly 60 feet to the place of beginning.

Being the same property conveyed to Eugene D. Simpson by deed recorded on 1/5/01 of record in Inst. No. 200101050001899, in the Register's Office of Davidson County, Tennessee.

This is improved property known as 2128 Cliff Dr, Nashville, Tennessee.

TO HAVE AND TO HOLD, unto the said US BANK TRUST N.A., as Trustee for LSF8 Master Participation Trust, its successors and assigns, in fee simple forever.

The undersigned Substitute Trustee believes the title hereby conveyed to be good, but warrants the same against the lawful claims of all persons claiming by, through, and under, a conveyance from the undersigned as Substitute Trustee, under the provisions of the above described Trust Deed, and not further or otherwise.

The Notice of the Right to Foreclose has been given in accordance with Tennessee Code Annotated §35-5-117(i), if required. This sale is made subject to any and all outstanding unpaid real property taxes

upon the property as of the date of the Substitute Trustee's sale described herein, and any and all other prior restrictions, encumbrances, or liens of any nature.

Required notice has been given to the United States and the land described herein is conveyed subject to the rights of the United States to redeem the land as provided for in 26 USC Section 7425(d)(1), attached hereto is a copy of the notice thus provided to the United States with their Notice of receipt dated October 15, 2013.

WITNESS, the signature of the undersigned, William Timothy Hill, Substitute Trustee, this 12th of November, 2013.

William Timothy Hill, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 12th day of November, 2013, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Timothy Hill, Substitute Trustee, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office the day and ear above written.

CHARLOTTE E. HERRING STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 6, 2014

Charlotte E Herring
Notary Public

My Commission Expires: _____

I, William Timothy Hill, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is ($104,678.79).

NOW, THEREFORE, for the consideration named, and for and in consideration of the compliance

Affiant

Subscribed and sworn to before me this 12th day of November, 2013.

Charlotte E Herring
Notary Public
My Commission Expires: _____

CHARLOTTE E. HERRING STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 6, 2014

Grantee:

U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust
13801 Wireless Way
Oklahoma City, OK 73134

LAW OFFICES
PRICE, HILL & KOLARICH
AN ASSOCIATION
SUN TRUST BUILDING
201 FOURTH AVE NORTH, SUITE 1800
NASHVILLE, TENNESSEE 37219

WM. TIMOTHY HILL
JAMES W. PRICE, JR.*

ROBERT E. KOLARICH**

*ALSO ADMITTED IN FLORIDA
** ALSO ADMITTED IN MISSOURI AND MISSISSIPPI

TELEPHONE 615/256-1577
TELECOPIER 615/256-5858
E MAIL tim@wthillatty.com

October 11, 2013

CERTIFIED MAIL/RETURN RECEIPT

District Director
Internal Revenue Service
801 Broadway
Special Procedures Branch MDP 53
Nashville, Tennessee 37203

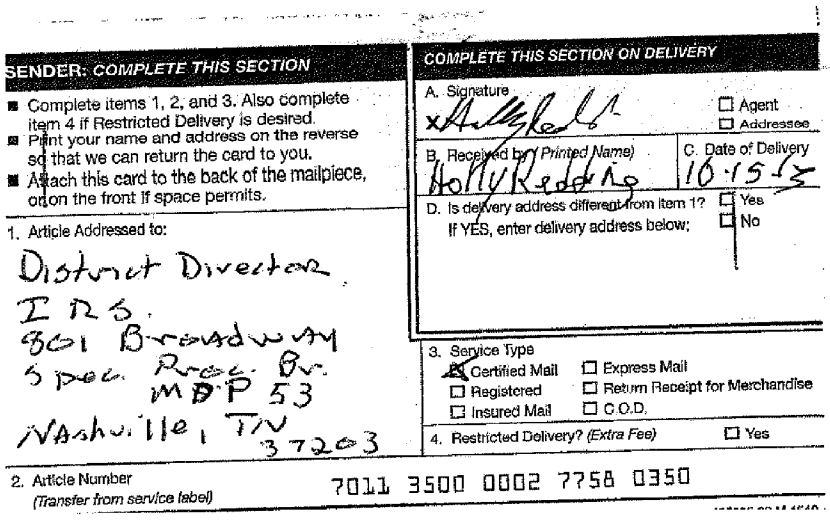
RE: Notice of Foreclosure Sale
Name of Taxpayer - Eugene Simpson
Property address - 2128 Cliff Dr, Nashville, TN

Dear Madam:

This office represents Household Financial Center, Inc. the beneficiary under a deed of trust (the "deed of trust") attached hereto as Exhibit "A" from Eugene D. Simpson, single, to Morris A. Capouano, Trustee, of record in Inst. No. 20030425-0055985, Register's Office for Davidson County, Tennessee. Household Financial Center, Inc. 636 Grand Regency Blvd, Brandon, FL 33510, is foreclosing on the property (the "property") described in the attached notice of foreclosure sale marked as Exhibit "B" and incorporated by reference.

Attached hereto as Exhibit "C" is a copy of the tax liens (the "tax liens") of record in Inst. No. 20111007-0077963, Register's Office for Davidson County, Tennessee, encumbering the property. The foreclosure sale will be held on November 12, 2013 at the front door of the Davidson County Courthouse at 12:00 noon, prevailing time. The sale shall be to the highest able bidder for cash.

As of this date, the amount of the principal obligation, including interest, secured by the deed of trust is $93,764.94. Interest is accruing per day. Other expenses, such as legal expenses and publication costs that will be charged against the sale proceeds are estimated to be not more than $3,900.00.



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
I R S.
801 Broadway
Spec. Proc. Br.
MDP 53
Nashville, TN 37203

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Holly Redding
C. Date of Delivery 10-15-13

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 3500 0002 7758 0350

LAW OFFICES
PRICE, HILL & KOLARICH
AN ASSOCIATION
SUN TRUST BUILDING
201 FOURTH AVE NORTH, SUITE 1800
NASHVILLE, TENNESSEE 37219

WM. TIMOTHY HILL
JAMES W. PRICE, JR.*
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*ALSO ADMITTED IN FLORIDA
** ALSO ADMITTED IN MISSOURI AND MISSISSIPPI

TELEPHONE 615/256-1577
TELECOPIER 615/256-5858
E MAIL tim@wthillatty.com

October 11, 2013

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District Director
Internal Revenue Service
801 Broadway
Special Procedures Branch MDP 53
Nashville, Tennessee 37203

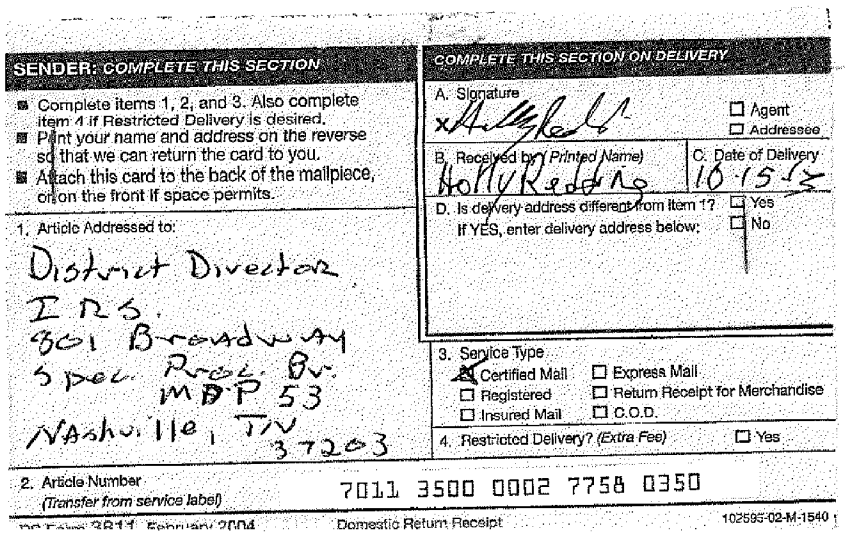
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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
District Director
IRS
801 Broadway
Special Proc. Br.
MDP 53
Nashville, TN 37203

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Holly Redding
C. Date of Delivery 10 15 13

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 3500 0002 7758 0350

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

This notice is being mailed pursuant to applicable statutes and regulations to sell the property free and clear of the tax lien. If you require any additional information to effectuate the discharge of the tax lien, please contact me.

Sincerely yours,

William Timothy Hill

WTH/esf

Enc: Deed of Trust (copy)
Tax lien (copy)
Notice of Sale (copy)

3477

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

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

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

Serial Number
816571211

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer EUGENE SIMPSON

Residence 2128 CLIFF DR
NASHVILLE, TN 37218-2814

BILL GARRETT, Davidson County
Trans:T20110062583 LIENFTL
Recvd: 10/07/11 08:47 1 pgs
Fees:12.00 Taxes:0.00
20111007-0077963

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	12/31/2004	XXX-XX-1012	07/31/2006	08/30/2016	539.85
1040	12/31/2005	XXX-XX-1012	07/24/2006	08/23/2016	451.45
				Total	$ 991.30

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

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

the 23rd day of September, 2011.

Signature
for PAMELA J ROGERS

Title
ACS W&I
(800) 829-7650

13-00-0001

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

Part 1 - Kept By Recording Office

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

This Instrument Was Prepared By:

RETURN TO:
CONTINENTAL TITLE
1025 LEE HIGHWAY STE. 330
CHATTANOOGA, TN 37421

After Recording Return To:
EQUISOUTH MORTGAGE, INC.
110 WINDCHIME COURT
RALEIGH, NORTH CAROLINA 27615
Loan Number: 2003097215

Davidson County DOT
Recvd: 04/25/03 12:05 17pgs
Fees:85.00 Taxes:88.10
20030425-0055985

[Space Above This Line For Recording Data]

S-982

DEED OF TRUST

Maximum principal indebtedness in Tennessee for recording tax purposes is $ 87,300.00

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 9, 2003, together with all Riders to this document.
(B) "Borrower" is EUGENE D. SIMPSON, an unmarried man

Borrower is the trustor under this Security Instrument.
(C) "Lender" is EQUISOUTH MORTGAGE, INC.

Lender is a CORPORATION organized and existing under the laws of NORTH CAROLINA
Lender's address is 110 WINDCHIME COURT, RALEIGH, NORTH CAROLINA 27615

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is MORRIS A. CAPOUANO

a resident of , Tennessee.
(E) "Note" means the promissory note signed by Borrower and dated APRIL 9, 2003.
The Note states that Borrower owes Lender EIGHTY SEVEN THOUSAND THREE HUNDRED AND 00/100 Dollars (U.S. $ 87,300.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 14, 2033.
The maximum principal indebtedness for Tennessee recording tax purposes is $ 87,300.00.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) **"Escrow Items"** means those items that are described in Section 3.
(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of DAVIDSON :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described property was a recorded in the Register's Office of DAVIDSON County, Tennessee.

which currently has the address of 2128 CLIFF DRIVE [Street]

NASVILLE [City], Tennessee 37218 [Zip Code] ("Property Address"):

TO HAVE AND TO HOLD, the aforedescribed property, together with all the hereditaments and appurtenances thereunto belonging to, or in anywise appertaining, unto the Trustee, its successors in trust and assigns, in fee simple forever.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

[Space Below This Line For Acknowledgment]

State of Tennessee,)
County of DAVIDSON)

On this 9 day of April, 2003, before me personally appeared EUGENE D. SIMPSON an unmarried man,

to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public

(Seal)
BILLY W. WINSTEAD II
NOTARY PUBLIC AT LARGE
RUTHERFORD COUNTY, TENN.

My Commission Expires
June 9, 2006

My commission expires:

Te104313.ent

Loan Number: 2003097215

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 9th day of APRIL, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to EQUISOUTH MORTGAGE, INC., AN ALABAMA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

2128 CLIFF DRIVE, NASVILLE, TENNESSEE 37218
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.990 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 14th day of APRIL, 2005, and on that day every 6 month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN AND 990/1000 percentage points (7.990 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

EXHIBIT "A"

LAND IN THE 13TH FORMER 23RD CIVIL DISTRICT OF DAVIDSON COUNTY TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY MARGIN OF CLIFF DRIVE WHICH POINT OF BEGINNING BEING 1405 FEET NORTH FROM THE CENTER OF BRIDGE AVENUE OR HYDES FERRY PIKE AND SAID CLIFF DRIVE; THENCE EASTERLY WITH A LINE, THIS DEED WILL CREATE, WHICH WILL BE THE NORTHERLY LINE OF THE REAL ESTATE OWNED BY TOM RESHA AND WIFE, LOUISE JONES RESHA, BY A DEED FROM A.J. HARRIS AND WIFE, CARRIE E. HARRIS, DATED APRIL 13, 1945 AND BEING THE SOUTHERLY LINE OF THE LOT HEREIN CONVEYED; THENCE WITH THE SAID LINE OR POINT OF BEGINNING AND EASTERLY 275 FEET MORE OR LESS TO THE LOW WATER MARK OF THE CUMBERLAND RIVER; THENCE WITH SAID LOW WATER MARK AND WITH SAID RIVER NORTHERLY 60 FEET TO A POINT AND INTERSECTION THE SOUTHERLY LINE OF REAL ESTATE OWNED BY C.E. DEAVER; THENCE WITH SAID DEAVER SOUTHERLY LINE AND WESTERLY 275 FEET, MORE OR LESS, TO THE EAST MARGIN OF CLIFF DRIVE; THENCE WITH THE SAME AND SOUTHERLY 60 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO EUGENE D. SIMPSON, BY DEED FROM GLEN RAY MCGUIRT, DATED 01/02/2001 AND RECORDED 01/05/2001 IN INSTRUMENT NO. 200101050001899, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

NOTICE OF FORECLOSURE
AND SUBSTITUTE TRUSTEE'S SALE

Default having been made in the terms and conditions of payments, pursuant to a certain Deed of Trust executed by Eugene D. Simpson, an unmarried man, to Morris A. Capouano, Trustee, dated the 9th day of April, 2003, and being of record in Inst. No. 20030425-0055985, Register's Office for Davidson County, Tennessee, referred to herein as the deed of trust, debts and obligations having been assigned by MERS as nominee for EquiSouth Mortgage, Inc. to Household Financial Center, Inc. at Inst. No. 201305210051041, which conveyed certain real property, appurtenances, estate, title and interest therein in trust to secure the indebtedness described therein, which indebtedness is now due and unpaid and has been declared in default by the lawful owner thereof, Household Financial Center, Inc. Appointment of Substitute Trustee having been duly executed by the holder of the note and beneficiary of said Deed of Trust, and appointing William Timothy Hill as Substitute Trustee.

NOW, THEREFORE, I, William Timothy Hill, Trustee, pursuant to the said Deed of Trust, having been requested by the owner and holder of said indebtedness so to do, by virtue of the authority and power vested in me by said deed of trust and appointing of Substitute Trustee will on the 12th day of November, 2013, at 12:00 noon, on the steps of the Davidson County Courthouse, Public Square, 2nd Ave North, Davidson County, Tennessee, sell at public outcry to the highest bidder for cash (or credit upon the indebtedness secured, if the holder is the successful purchaser) the following described property located in Davidson County, Tennessee, to wit:

> Land in the 13th Former 23rd Civil District of Davidson County, TN, described as follows: Beginning at a point in the easterly margin of Cliff Drive which point of beginning being 1405 feet north from the center of bridge Ave or Hydes Ferry Pike and said Cliff Drive; thence easterly with a line, this deed will create, which will be the northerly line of the real estate owned by Tom Resha and wife, Louise Jones Resha, by deed dated 4/13/45 and being the southerly line of the lot herein conveyed; thence with the said line or point of beginning and easterly 275 ft more or less to the low water mark and with said river northerly 60 feet to a point and intersection the southerly line of real estate owned by C.E. Deaver; thence with said Deaver southerly line and westerly 275 feet, more or less to the east margin of Cliff Dr; thence with the same and southerly 60 feet to the place of beginning.
>
> Being the same property conveyed to Eugene D. Simpson by deed recorded on 1/5/01 of record in Inst. No. 200101050001899, in the Register's Office of Davidson County, Tennessee.
>
> This is improved property known as 2128 Cliff Dr, Nashville, Tennessee.
>
> If there is any discrepancy with the street address, the legal description will control.

At the time of this publication, the § 35-5-117 notice of the right to foreclose was timely forwarded. **The notice required by 26 U.S.C. §7425(b) has been timely given to the United States, and this sale is subject to the right of redemption by the Internal Revenue Service, Department of the U.S. Treasury, pursuant to 26 U.S.C. §7425(d)(1) by reason of the following tax lien(s) of record: 2001110070077963.** The sale of the property described in said Deed of Trust shall be subject to any and all instrument of record, prior liens, encumbrances, deeds of trust, easements, restrictions, building lines, unpaid taxes, assessments, penalties and interest, if any. All right and equity of redemption, homestead, dower and all other exceptions are expressly waived in said Deed of Trust, and the title is believed to be good, but the Substitute Trustee will convey and sell only as Substitute Trustee. The right is reserved to adjourn the day of the sale to another day or time certain without further publication, upon announcement at the time for the above.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Other interested parties: Bobby K. Davis fub State Farm;

This 9th day of October, 2013.

William Timothy Hill, Substitute Trustee

Insertion Dates: 10/11/13 – 10/18/13 – 10/25/13

COST OF PUBLICATION

First Insertion	**$216.75**
Second Insertion	**216.75**
Third Insertion	**216.75**
Total	**$650.25**

NOTICE OF FORECLOSURE AND SUBSTITUTE TRUSTEE'S SALE

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NOW, THEREFORE, I, William Timothy Hill, Trustee, pursuant to the said Deed of Trust, having been requested by the owner and holder of said indebtedness so to do, by virtue of the authority and power vested in me by said deed of trust and appointing of Substitute Trustee will on the 12th day of November, 2013, at 12:00 noon, on the steps of the Davidson County Courthouse, Public Square, 2nd Ave. North, Davidson County, Tennessee, sell at public outcry to the highest bidder for cash, (or credit upon the indebtedness secured, if the holder is the successful purchaser) the following described property located in Davidson County, Tennessee, to wit:

Land in the 13th Former 23rd Civil District of Davidson County, TN, described as follows:

Beginning at a point in the easterly margin of Cliff Drive which point of beginning being 1405 feet north from the center of bridge Ave or Hydes Ferry Pike and said Cliff Drive; thence easterly with a line, this deed will create, which will be the northerly line of the real estate owned by Tom Resha and wife, Louise Jones Resha, by deed dated 4/13/45 and being the southerly line of the lot herein conveyed; thence with the said line or point of beginning and easterly 275 ft more or less to the low water mark and with said river northerly 60 feet to a point and intersection the southerly line of real estate owned by C.F. Beaver; thence with said Beaver southerly line and westerly 275 feet, more or less to the east margin of Cliff Dr; thence with the same and southerly 60 feet to the place of beginning.

Being the same property conveyed to Eugene D. Simpson by deed recorded on 1/5/01 of record in Inst. No. 20010105000 1899, in the Register's Office of Davidson County, Tennessee.

This is improved property known as 2128 Cliff Dr, Nashville, Tennessee.

If there is any discrepancy with the street address, the legal description will control.

At the time of this publication, the § 35-5-117 notice of the right to foreclose was timely forwarded. **The notice required by 26 U.S.C. §7425(b) has been timely given to the United States, and this sale is subject to the right of redemption by the Internal Revenue Service, Department of the U.S. Treasury, pursuant to 26 U.S.C. §7425(d) (1) by reason of the following tax lien(s) of record: 20011100700779 63.** The sale of the property described in said Deed of Trust shall be subject to any and all instrument of record, prior liens, encumbrances, deeds of trust, easements, restrictions, building lines, unpaid taxes, assessments, penalties and interest, if any. All right and equity of redemption, homestead, dower and all other exceptions are expressly waived in said Deed of Trust, and the title is believed to be good, but the Substitute Trustee will convey and sell only as Substitute Trustee. The right is reserved to adjourn the day of the sale to another day or time certain without further publication, upon announcement at the time for the above.

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Other interested parties: Bobby K. Davis fub State Farm

This 9th day of October, 2013.

William Timothy Hill, Substitute Trustee

Oct. 11, 18, 25, 2013 Fil20426

PROOF OF PUBLICATION

THE WESTVIEW NEWSPAPER, LLC dba/ NASHVILLE LEDGER, the Publisher of the NASHVILLE LEDGER, a weekly newspaper of general circulation printed in the State of Tennessee and distributed throughout Davidson, Williamson, Cheatham, Dickson, Wilson, Robertson, Rutherford, Sumner and Montgomery counties in Tennessee, states that the hereto attached publication appeared in the NASHVILLE LEDGER on the following dates:

October 11, 2013
October 18, 2013
October 25, 2013

THE WESTVIEW NEWSPAPER, LLC dba/ NASHVILLE LEDGER

By: _____
Catron J. Kerr, Administrative Assistant

STATE OF TENNESSEE

On this **25th** day of **October 2013,** the individual above appeared before me, personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that she is an authorized agent of the corporation (or association) of The Westview Newspaper, LLC, that the instrument was signed and sealed on behalf of the corporation (or association), by authority of its Board of Directors and **Catron Kerr** acknowledged the instrument to be the free act and deed of the corporation (or association) and that the corporation has no corporate seal.

WITNESS my hand and Official Seal at office this **25th day of October 2013.**

_____
Notary Public

NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. APRIL 08 2016

AFFIDAVIT

I, William Timothy Hill, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

William Timothy Hill
PRICE, HILL & KOLARICH
201 4th Avenue North, Suite 1800
Nashville, TN 37219
(615) 256-1577

State of Tennessee)
)
County of Davidson)

Personally appeared before me, Phyllis Ashby, a notary public for this county and state, (William Timothy Hill) who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

PHYLLIS ASHBY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 6, 2014

Notary Public

MY COMMISSION EXPIRES: January 6, 2014