BILL GARRETT, Davidson County
Trans:T20140056447 DEEDTRS
Recvd: 08/04/14 10:26 10 pgs
Fees:52.00 Taxes:0.00
20140804-0069499

This instrument prepared by:
Lawless & Associates, P.C.
Suite 403, The Customs House
701 Broadway
Nashville, TN 37203

This instrument is re-recorded to correct the date of the sale for the clerical date error of June 24, 2014 to the actual sale date of July 24, 2014. Instrument being corrected was filed at Instrument No. 20140728-0067009, Register's Office for Davidson County, TN.

ADDRESS NEW OWNER:	**MAP AND PARCEL NO.:**	**SEND TAX BILL:**
Civic Bank & Trust. 3325 West End Avenue Nashville, TN 37203	Map/par. 041-16-084.00	New Owner

CORRECTED SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Elec-Tech Electrical Services, Inc. by Deed of Trust dated December 4, 2009, of record at Instrument No. 20091215-0114142, Register's Office for Davidson County, Tennessee ("Deed of Trust"), transferred to Robert L. Perry, Trustee certain property described in said Deed of Trust (hereinafter the "Property"); and

WHEREAS, a Substitute Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust, said appointment being filed for record at Instrument No. 20140609-0050006, Register's Office for Davidson County, Tennessee; and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid and the lawful owner and holder of the debt has called upon the Substitute Trustee to foreclose the Deed of Trust; and

WHEREAS, a Notice of Lien under the internal revenue law was filed by the Department of the Treasury-Internal Revenue Service at Instrument No. 20140221-0015002, Register's Office for Davidson County, Tennessee and notice of the non-judicial sale was forwarded to the District Director according to law and a copy of said notice being attached hereto; and

WHEREAS, the Substitute Trustee, after due advertisement on June 27, July 4 & 11, 2014 in *The Tennessean*, a newspaper of general circulation in Davidson County, Tennessee, as required by law and as required by the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry at 10:00 a.m. on **July 24, 2014** at 501 Broadway, Nashville, Tennessee and thereafter adjourning the sale and completing it at the property location at 1105 Bellshire Drive, Nashville, TN 37207 when and where **Civic Bank & Trust** (hereinafter the "Grantee") became the last and highest bidder for cash at a price of **Four Hundred Thirty-Seven Thousand Five Hundred and no/100 Dollars ($437,500.00).**

NOW, THEREFORE, in his capacity as Substitute Trustee, and not otherwise, and in consideration of the premises and payment of the sum stated above, the receipt and sufficiency of which are acknowledged, **Thomas W. Lawless, as Substitute Trustee** (and not otherwise) does hereby convey the Property to the Grantee and the Grantee's heirs, successors and assigns.

TO HAVE AND TO HOLD said Property in as full and complete manner as the undersigned, in his capacity as Substitute Trustee and not otherwise, has the power to convey the same.

Thomas W. Lawless, as Substitute Trustee and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under him, but no further or to any greater extent. The 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 MECHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE.** The Substitute Trustee will make no covenant of seisin, marketability of title or warranty of title, express or implied.

THIS conveyance 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 the said Property; any matter that an accurate survey of the property might disclose; 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 trusts, 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.

Whenever used, the singular shall mean the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand on this 4th day of August, 2014.

Thomas W. Lawless, as Substitute
Trustee, and not otherwise

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, in and for the said county and state, the within named Thomas W. Lawless, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged that he is the appointed Substitute Trustee under the Deed of Trust and as such Substitute Trustee is authorized to execute this instrument and further acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of August, 2014.

Rebecca Riddle
Notary Public

REBECCA RIDDLE
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY

My Commission Expires: 6/18/17

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ -0-
Thomas W. Dawkins
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 04 DAY OF Aug 20 14
Deputy Register

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $437,500.00.

_____
AFFIANT

Sworn and subscribed before me
this ___ day of August, 2014.

_____
NOTARY

My commission expires: _____

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot(s) 2, as shown on the map entitled Resubdivision of Part of Lot 1 reserved for Commercial No. 1, Belleshire Estates, Section 5, of record in Plat Book 6900, page 949, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to ELEC-TECH ELECTRICAL SERVICES, INC., by deed from JOEL W. HEMPHILL, JR. AND WIFE, SUE ANN HEMPHILL AND WILLIAM TRENT HEMPHILL AND WIFE, BETHANI ANN HEMPHIILL, of record in Book 10372, page 413, dated March 6, 1997, said Register's Office.

The address of the property is, upon best information and knowledge, believed to be 1105 Bellshire Drive, Nashville, TN 37207

LAWLESS & ASSOCIATES, P.C.
A PROFESSIONAL LAW CORPORATION
SUITE 403, THE CUSTOMS HOUSE
701 BROADWAY
NASHVILLE, TENNESSEE 37203
Telephone: 615.351.7839
Facsimile: 615.985.0900
E-Mail: tomlawless@comcast.net

June 20, 2014

2014 JUN 23 PM 3:28

District Director of Internal Revenue Service
United States Courthouse
801 Broadway
Nashville, TN 37203

Attn: Chief, Special Procedures

RE: Notice of Nonjudicial Foreclosure and Request for Waiver of Redemptive Rights

Name of Taxpayer:	Elec-Tech Electrical Services, Inc.
TIN:	(62-1448157)
Property:	1105 Bellshire Drive Nashville, TN 37207

Dear Sir or Madame:

This letter is notice to you of the proposed nonjudicial foreclosure sale by and on behalf of this office's client, Civic Bank & Trust, the owner and holder of certain obligation owed by the above taxpayer under the terms of a Deed of Trust dated December 4, 2009. The amount owing, as of May 21, 2014, is $656,861.92, plus interest, costs and fees as they accrue after that that date. The obligations were secured by a Deed of Trust of record at Instrument No. 20091215-0114142, Register's Office for Davidson County, Tennessee on December 4, 2009.

This correspondence is for the purposes of, to the extent necessary, informing and requesting the Internal Revenue Service for its consent of the sale of the property free and clear of the liens and the Redemptive Rights of the Service as evidenced by the Notice of Federal Tax Lien under Internal Revenue Laws filed for record at Instrument No. 20140221-0015002, Register's Office for Davidson County, Tennessee (attached) and recorded on February 21, 2014. In support of this request this office, on behalf of its client, submits the following information:

1. The undersigned is the attorney for Civic Bank & Trust, which is the owner and holder of the obligations owed under the note thereof. The obligations are secured by Deed of Trust of record at Instrument No. 20091215-0114142, Register's Office for Davidson County, Tennessee and recorded on December 4, 2009. There is an unpaid balance, as of May 21, 2014, in the amount of $656,861.92,

plus interest, late fees, costs and expenses. Pursuant to the terms of said note, Civic Bank & Trust is entitled to attorney fees and expenses, including foreclosure costs, as part of the indebtedness secured by the note.

2. The undersigned is the attorney for Civic Bank & Trust, which is the owner and holder of the obligations owed under additional notes. Those obligations are secured by a Second Deed of Trust of record at Instrument No. 20140210-0011758, Register's Office for Davidson County, Tennessee and recorded on February 10, 2014. There is an unpaid aggregate balance, as of May 21, 2014, in the amount of $184,378.71, plus interest, late fees, costs and expenses. Pursuant to the terms of said note, Civic Bank & Trust is entitled to attorney fees and expenses, including foreclosure costs, as part of the indebtedness secured by the note.

3. Attached hereto is a title opinion of Old Republic Title Company of Tennessee opining as to the present status of the title. Please be advised that seriously delinquent property taxes exist against the subject property.

4. Attached is the notice of foreclosure sale to be published in a newspaper of general circulation in Davidson County, Tennessee in accordance with Tennessee law as well as the terms of the Deed of Trust.

5. Upon the best information that Civic Bank & Trust obtained, the estimated value of the real estate is approximately $575,000.00 based upon an appraisal and the Bank's market research for sales of foreclosed property.

This notice and application for consent to the sale and for waiver of the redemptive rights of the government is submitted in duplicate; and it is requested that a copy of this notice be acknowledged and returned to this office, indicating the time and date of receipt. Further, this office has attached the notice of foreclosure referenced in numbered paragraph 4 above setting forth the date and place upon which the sale will be cried, that date being July 24, 2014 at 10:00 a.m. at 501 Broadway, Nashville, TN.

The facts stated in this letter are true to the best of the undersigned's knowledge, information and belief and have been supplied by the owners of the obligations, a review of the public records as contained in the Register's Office for Davidson County, Tennessee, or from sources engaged by the undersigned to certify the status of the Chain of Title.

Sincerely,

Thomas W. Lawless

Thomas W. Lawless
Attorney for Civic Bank & Trust

14583

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

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

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

Serial Number
984623114

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.

BILL GARRETT, Davidson County
Trans:T20140012220 LIENTL
Recvd: 02/21/14 11:18 1 pgs
Fees:12.00 Taxes:0.00
20140221-0015002

Name of Taxpayer ELEC-TECH ELECTRICAL SERVICES INC
a Corporation

Residence 1105 BELLSHIRE DR
NASHVILLE, TN 37207-1610

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)
941	06/30/2013	62-1448157	09/23/2013	10/23/2023	73994.60
941	09/30/2013	62-1448157	01/06/2014	02/05/2024	23010.81

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

Total $ 97005.41

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

the 12th day of February, 2014.

Signature
for S. HUNT JACKSON

Title
REVENUE OFFICER
(615) 250-5755

25-06-1737

(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

FORECLOSURE SALE NOTICE

WHEREAS, Elec-Tech Electrical Services, Inc. by Deed of Trust dated December 4, 2009, of record at Instrument No. 20091215-0114142, Register's Office for Davidson County, Tennessee ("Deed of Trust"), conveyed to Robert L. Perry, Trustee, the hereinafter described real property to secure the payment of a certain indebtedness, etc. ("Indebtedness") as described in said Deed of Trust; and

WHEREAS, Thomas W. Lawless of Davidson County has been appointed Substitute Trustee by Civic Bank & Trust, the owner and holder of the Indebtedness by instrument of record at Instrument No. 20140609-0050006, Register's Office for Davidson County, Tennessee, with authority to act under the powers given the Trustee under the Deed of Trust and be applicable law; and

WHEREAS, default(s) under the Indebtedness secured by the Deed of Trust have occurred; and

WHEREAS, 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 said foreclosure, in accordance with the terms, conditions and provisions of the loan documents and the Deed of Trust.

NOW, THEREFORE, notice is hereby given that the Substitute Trustee, pursuant to the power, duty and authority vested in and imposed upon the Trustee in said Deed of Trust and under applicable law, will on **July 24, 2014 at 10:00 a.m. o'clock,** prevailing time, at the 501 Broadway, Nashville, TN 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 of exemption of every kind as waived in said Deed of Trust, certain property situated in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot(s) 2, as shown on the map entitled Resubdivision of Part of Lot 1 reserved for Commercial No. 1, Belleshire Estates, Section 5, of record in Plat Book 6900, page 949, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to ELEC-TECH ELECTRICAL SERVICES, INC., by deed from JOEL W. HEMPHILL, JR. AND WIFE, SUE ANN HEMPHILL AND WILLIAM TRENT HEMPHILL AND WIFE, BETHANI ANN HEMPHIILL, of record in Book 10372, page 413, dated March 6, 1997, said Register's Office.

The address of the property is, upon best information and knowledge, believed to be 1105 Bellshire Drive, Nashville, TN 37207 but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control.

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 MECHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Other interested parties:

None

Subordinated Lienholders:

Internal Revenue Service

On February 21, 2014 the United States of America, Internal Revenue Service, filed a Notice of Federal Tax Lien against Elec-Tech Electrical Services, Inc. of record at Instrument No. 20140221-0015002, Register's Office for Davidson County, Tennessee. Any interest held by the United States of America, Internal Revenue Service by virtue on the aforesaid Notice of Federal Tax Lien is both junior and inferior to the interest held by Civic Bank & Trust by virtue of a Deed of Trust record at Instrument No. 20091215-0114142, Register's Office for Davidson County, Tennessee; provided, however, that the

United States of America, Internal Revenue Service, pursuant to 26 U.S.C. §7425 and 28 U.S.C. §2410(c), shall have one hundred twenty (120) days from the date of the sale within which to redeem the property by virtue of its tax lien herein by payment of the actual amount paid by the purchaser at the foreclosure sale plus any amount in excess of the expenses necessarily incurred in connection with such property, less the income from such property, plus a reasonable rental value of such property. As required by 28 U.S.C. §7425(b), the United States of America, Internal Revenue Service has been given timely notice of this action.

The right is reserved to (i) delay the sale to another time certain or adjourn the day of the sale to another day and time, without further publication and in accordance with law, upon announcement of said delay or adjournment on the day and time and place of the 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 the 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.

The 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 estate by Trustee's Quitclaim Deed as Substitute Trustee only and not otherwise.

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 exists as a lien against the 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 of federal; and any and all prior deeds of trusts, 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 IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

Dated this 23rd day of June, 2014

Thomas W. Lawless, Substitute Trustee
LAWLESS & ASSOCIATES, P.C.
Suite 403, The Customs House
701 Broadway
Nashville, TN 37203
(615) 351-7839

Insertion Dates: June 26, & July 3 & 10, 2014

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

District Director of IRS
Attn: Chief Special Procedures
United States Courthouse
801 Broadway
Nashville, TN 37203

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): LISA McFarlin
C. Date of Delivery: 6-23-14

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): 7010 3090 0001 9495 1218

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

7010 3090 0001 9495 1218

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

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

OFFICIAL USE

Postage	$ $2.87
Certified Fee	$3.30
Return Receipt Fee (Endorsement Required)	$2.70
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ $8.87

0293

Postmark Here
JUN 20 2014
NASHVILLE TN
06/20/2014

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions