BILL GARRETT, Davidson County
Trans:T20150013217 DEEDWARRSP
Recvd: 02/23/15 16:21 52 pgs
Fees:263.00 Taxes:10082.50
20150223-0015598

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR, PLC (CBRIII)
3100 West End Avenue, Suite 1100
Nashville, Tennessee 37203-1348
(615) 383-3345

Address New Owner:	Send Tax Bills To:	Map-Parcel No.:
National Bank of Commerce Attention: Ward Lacy 813 Shades Creek Parkway Suite 100 Birmingham, AL 35209	New Owner	Map 161-130A-001.00-CO

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,725,000.00.

Julie Ann Shenor
Affiant

LISA PAUL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

SUBSCRIBED AND SWORN to before me, this 23rd day of February, 2015.

11.6.17
My Commission Expires

Lisa Paul
Notary Public

SUCCESSOR TRUSTEE'S SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Two Million Seven Hundred Twenty-Five Thousand and No/100 Dollars ($2,725,000.00), the receipt of which is hereby acknowledged, Charles B. Reasor III, Successor Trustee ("Grantor"), acting as successor trustee only, has this day bargained and sold, and does hereby transfer and convey unto National Bank of Commerce, a national banking association ("Grantee"), Grantee's successors and assigns, certain real estate (the "Property") in Davidson County, Tennessee, described as follows:

A certain condominium apartment in Davidson County, TN, described as Building No. 1 of Edmondson Corner Shoppes, a Condominium, a Horizontal Property Regime, located in Nashville, TN, as shown as Exhibit "B" to the Master Deed of record in Instrument No. 20030904-0128528, Register's Office for Davidson County, TN, and described in the Master Deed recorded in Instrument No. 20030904-0128528, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of Edmondson Corner Shoppes, Condominium Apartments contained in the Master Deed recorded in Instrument No. 20030904-0128528, and By-Laws appended thereto, Register's Office for Davidson County, TN, are incorporated herein by reference and made a part hereof the same as though copied herein.

Being the same property conveyed to Edmondson Corner Shoppes, LLC, by Quitclaim Deed from Edmondson Corner LLC (formerly Edmonson Corner Center, LLC), of record in Instrument No. 20040302-0023308, as corrected in Instrument No. 200807290077296, Register's Office for Davidson County, TN.

This is improved property located at 5511 Edmondson Pike, 101–106, Nashville, Davidson County, Tennessee.

This conveyance is made pursuant to the powers conferred upon Grantor by a Deed of Trust, Assignment of Rent and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") dated July 28, 2008 executed by Edmondson Corner Shoppes, LLC, in favor of G.R. Archer, Jr., as trustee, and Red Mountain Bank, N.A., as beneficiary, of record as Instrument Number 20080729-0077297, Register's Office for Davidson County, Tennessee ("RODC"), as amended by instruments of record as Instrument Numbers 20080912-0093515, 20090428-0038383, and 20131008-0105696, RODC, with Grantor having been appointed successor trustee by an instrument of record as Instrument Number 20150120-0005580, RODC. As set forth in the notice of foreclosure sale, a copy of which is attached hereto as Exhibit "A", published pursuant to the Deed of Trust and applicable law in the Tennessean on January 30, 2015, February 6, 2015, and February 13, 2015, default was made in the terms, conditions, provisions, and payments provided for in the Deed of Trust, and the sale at foreclosure of the Property was scheduled for Friday, February 20, 2015 at 11:00 a.m. in Nashville, Tennessee, at the front door of the Davidson County Courthouse (such front door being located on the south side of the Davidson County Courthouse) located at 1 Public Square, Nashville, Tennessee 37201. At that time and place, the foreclosure sale was commenced and concluded with Grantee constituting the highest bidder at such sale.

The Property is conveyed subject to the right of the State of Tennessee to redeem the Property as provided for in Tennessee Code Annotated Section 67-1-1433(c)(1). A copy of the notice provided to the State of Tennessee required by Tennessee Code Annotated Section 67-1-1433 is attached hereto as Exhibit "B", and a copy of the written response of the State of Tennessee to such notice is attached hereto as Exhibit "C".

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title and interest thereto belonging to Grantee, Grantee's heirs, successors and assigns, forever, Grantor, solely in Grantor's fiduciary capacity as successor trustee, covenants and binds himself, his successors in trust and assigns, to warrant and forever defend the title to the Property to Grantee, Grantee's

successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument on this the 23rd day of February, 2015.

GRANTOR:

Charles B. Reasor III, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Lisa Paul, a Notary Public for the state and county aforesaid, Charles B. Reasor III, Successor Trustee, with whom I am personally acquainted, and who acknowledged he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 23rd day of February, 2015.

Notary Public

My Commission Expires:
11.6.17

LISA PAUL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit "A"

Notice of Foreclosure Sale

NOTICE OF FORECLOSURE SALE

Default having occurred under a Deed of Trust, Assignment of Rent and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") dated July 28, 2008 executed by Edmondson Corner Shoppes, LLC in favor of G. R. Archer, Jr., as trustee, and Red Mountain Bank, N.A. ("Red Mountain"), as beneficiary, of record as Instrument Number 20080729-0077297, Register's Office for Davidson County, Tennessee ("RODC"), as amended by instruments of record as Instrument Numbers 20080912-0093515, 20090428-0038383, and 20131008-0105696, RODC; and Charles B. Reasor III (the "Successor Trustee") having been duly appointed successor trustee under the Deed of Trust by an instrument of record as Instrument Number 20150120-0005580, RODC;

NOW, THEREFORE, I, Charles B. Reasor III, as successor trustee and not otherwise, acting upon the demand of National Bank of Commerce ("Beneficiary"), which is the successor-in-interest to Red Mountain under the Deed of Trust and is the lawful owner and holder of the indebtedness secured by the Deed of Trust, will on

Friday, February 20, 2015

at 11:00 a.m. (eleven o'clock in the morning) in Nashville, Tennessee, at the front door of the Davidson County Courthouse (such front door being located on the south side of the Davidson County Courthouse) which is located at 1 Public Square, Nashville, Tennessee 37201, sell at public outcry to the highest and best bidder for cash, free from all rights and equities of redemption, homestead, dower, marital share, and all other rights and exemptions, including statutory rights of redemption, expressly waived by the grantor under the Deed of Trust, the real property (the "Property") in Davidson County, Tennessee, described as follows:

> A certain condominium apartment in Davidson County, TN, described as Building No. 1 of Edmondson Corner Shoppes, a Condominium, a Horizontal Property Regime, located in Nashville, TN, as shown as Exhibit "B" to the Master Deed of record in Instrument No. 20030904-0128528, Register's Office for Davidson County, TN, and described in the Master Deed recorded in Instrument No. 20030904-0128528, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of Edmondson Corner Shoppes, Condominium Apartments contained in the Master Deed recorded in Instrument No. 20030904-0128528, and By-Laws appended thereto, Register's Office for Davidson County, TN, are incorporated herein by reference and made a part hereof the same as though copied herein.
>
> Being the same property conveyed to Edmondson Corner Shoppes, LLC, by Quitclaim Deed from Edmondson Corner LLC (formerly Edmonson Corner Center, LLC), of record in Instrument No. 20040302-0023308, as corrected in Instrument No. 200807290077296, Register's Office for Davidson County, TN.

The street address of the Property is believed to be 5511 Edmondson Pike, 101-106, Nashville, Davidson County, Tennessee, and the map and parcel numbers of the Property are believed to be 161-130A-001.00-CO. The street address of the Property is not part of the legal description of the Property. In the event of any discrepancy between the street address provided herein and the legal description provided herein, the legal description provided herein shall control. Parties interested in bidding at the sale of the Property are encouraged to investigate thoroughly the state of the title to the Property prior to the sale of the Property.

The State of Tennessee claims a lien against the Property pursuant to Tennessee Code Annotated Section 67-1-1401 *et seq.* as set forth in that Notice of State Tax Lien of record as Instrument Number 20120404-0028781, RODC. The notice required by Tennessee Code Annotated Section 67-1-1433(b)(1) has been timely given, and the sale of the Property hereunder will be subject to the right of the State of Tennessee to redeem the Property as provided in Tennessee Code Annotated Section 67-1-1433(c)(1).

The Property sold pursuant to this notice of foreclosure sale shall be sold "AS IS" without 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 or fitness for a particular purpose. Neither the Successor Trustee nor Beneficiary, nor any agent or attorney therefor makes or shall make any warranty as to the condition, quality or quantity thereof, including, but not limited to, the enforceability of any lease affecting the Property, the existence or absence of defaults under such a lease, or the effect of this foreclosure sale upon the rights of any party under such a lease.

The sale of the Property shall be subject to any and all prior liens, prior encumbrances, prior deeds of trust, easements, restrictions, building lines, unpaid real property taxes and assessments, plus penalty and interest (if any), riparian rights, and any unwaived redemptive rights (including unwaived redemptive rights of any taxing authority by reason of any tax liens), plus any and all other rights, matters, and encumbrances superior in right to the lien of the Deed of Trust.

The sale of the Property may be adjourned by the Successor Trustee and may be reset at a later time and/or date by announcement at the time and place of the originally advertised sale and without any further publication. The sale of the Property shall be conducted for cash (or credit upon the indebtedness secured by the Deed of Trust if the lawful owner and holder thereof is the successful bidder). The successful bidder, immediately after the conclusion of the bidding, shall be required to pay the Successor Trustee twenty percent (20%) of the purchase price of the Property by cashier's check or official check drawn on a bank with offices in Davidson County, Tennessee and to execute a contract for sale of real estate providing, among other things, that the closing of the sale of the Property shall occur no later than 4:00 p.m. (four o'clock in the afternoon) on Monday, February 23, 2015 at White & Reasor, PLC, 3100 West End Avenue, Suite 1100, Nashville, Tennessee 37203-1348. At the closing of the sale of the Property, the successful bidder shall be required to pay the Successor Trustee the balance of the purchase price of the Property by cashier's check or official check drawn on a bank with offices in Davidson County, Tennessee. Prior to the sale of the Property, the Successor Trustee, acting on his own

behalf or by and through one or more agents or representatives, may announce different or additional terms pursuant to which the sale of the Property shall be conducted.

Other interested parties: Mark Marshall; Edmondson Corner Shoppes Owners Association; Joseph R. Prochaska, Trustee; RREF SNV III-TN MAM, LLC; State of Tennessee; and commercial tenants of the Property under unrecorded leases.

Dated: January 23, 2015

/s/ Charles B. Reasor III

Charles B. Reasor III, as
successor trustee and not otherwise
WHITE & REASOR, PLC
One American Center, Suite 1100
3100 West End Avenue
Nashville, TN 37203-1348
Telephone: (615) 383-3345

Insertion dates: January 30, 2015, February 6, 2015, and February 13, 2015.

Newspaper for Publication: Tennessean.

EXHIBIT "B"

NOTICE TO THE STATE OF TENNESSEE

LAW OFFICES
WHITE & REASOR, PLC
3100 WEST END AVENUE, SUITE 1100
ONE AMERICAN CENTER
NASHVILLE, TENNESSEE 37203-1348

CHARLES B. REASOR III

www.whitereasor.com

TELEPHONE: (615) 383-3345
FACSIMILE: (615) 383-5534
(615) 383-8390
creasor@whitereasor.com

January 23, 2015

VIA HAND DELIVERY

Commissioner of Revenue
Tennessee Department of Revenue
Andrew Jackson State Office Building
500 Deaderick Street, 10th Floor
Nashville, TN 37242
Attention: Director, Tax Enforcement Division

RE: Notice of nonjudicial sale under Tennessee Code Annotated Section 67-1-1433(b)(1)

Dear Director:

This letter is submitted to you as a notice of sale pursuant to Tennessee Code Annotated Section 67-1-1433(b)(1) and as a written application for the consent of the State of Tennessee to consent to the sale of the property to be sold free of a tax lien in favor of the State of Tennessee pursuant to Section 1320-2-1-.35 of the Rules of Department of Revenue, Collections Division, of the Tax Enforcement Procedures Act (the "Rules"). This notice and application are made under the penalties of perjury. The following information is provided to you pursuant to Section 1320-2-1-.35 of the Rules:

1. The name and address of the person submitting this notice of sale is Charles B. Reasor III, 3100 West End Avenue, Suite 1100, Nashville, Tennessee 37203-1348.

2. Copies of the notice of state tax lien affecting the property to be sold and of the deed of trust and all amendments thereto (the "Deed of Trust") being enforced are attached hereto as Exhibit 1.

3. The location of the property to be sold is 5511 Edmondson Pike, 101-106, Nashville, Davidson County, Tennessee. A detailed description of the property to be sold is attached hereto as Exhibit 2. The foreclosure sale under the Deed of Trust is to be held on Friday, February 20, 2015 at 11:00 a.m. at the front door of the Davidson County Courthouse (such front door being located on the south side of the Davidson County Courthouse) which is located at 1 Public Square, Nashville, Tennessee 37201. The terms of the sale are public outcry to the highest and best bidder for cash, free from all rights and equities of redemption, homestead, dower, marital share, and all other rights and exemptions, including statutory rights

of redemption, expressly waived by the grantor under the Deed of Trust. A copy of the notice of foreclosure sale advertising the sale is attached hereto as Exhibit 3.

4. The approximate amount of the principal obligation, including interest, secured by the lien sought to be enforced and a description of the other expenses which may be charged against the sale proceeds are as follows:

Principal	$3,222,932.25
Accrued interest through January 23, 2015	19,203.21
Late fees	3,416.88
Mortgage release fee	12.00
Reimbursement for payment of delinquent 2013 real estate taxes	34,824.90
Collection costs (estimated)	8,500.00
Publication costs (estimated)	1,000.00
Total	$3,289,889.24

Please accept this letter as the notice required under Tennessee Code Annotated Section 67-1-1433(b)(1) and as an application for the consent of the State of Tennessee to consent to the sale of the property to be sold free of the tax lien in favor of the State of Tennessee. Please advise me promptly of any deficiencies in this notice and application.

Very truly yours,

WHITE & REASOR, PLC

Chas B Reasor III

BY: CHARLES B. REASOR III

CBRIII:jm
Encl.

EXHIBIT 1

N0007501

3143959120330

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:

EDMONDSON CORNER SHOPPES LLC
D/B/A: EDMONDSON CORNER SHOPPES LLC
5517 EDMONDSON PIKE
NASHVILLE TN 37211-5808

ENTITY ID:

005 0512985/000
005 0512985

COUNTY: DAVIDSON

This instrument was prepared by the Tennessee Department of Revenue.

Witness my hand, at Nashville, Tennessee, on March 31, 2012.

COMMISSIONER OF REVENUE

By: William E Hasbo

Delegate of Commissioner

FOR REGISTER USE ONLY .... PRINT OR STAMP

BOOK NO **PAGE NO.** **DATE** **TIME**

REGISTER

BILL GARRETT, Davidson County
Trans:T20120024597 LIENSTL
Recvd: 04/04/12 13:40 1 pgs
Fees:12.00 Taxes:0.00
[redacted]
20120404-0028781

BY:

RV-N0007501

Davidson County DOT
Recvd: 07/29/08 09:37 15 p
Fees:78.00 Taxes:4137.70
20080729-0077297

(2)

This instrument prepared by:
Southland Title & Escrow Co., Inc.
7101 Executive Center Dr. #151
Brentwood, TN 37027

The Maximum Principal Indebtedness
For Tennessee Recording Tax Purposes
Is: $3,600,000.00

DEED OF TRUST, ASSIGNMENT OF RENT AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, ASSIGNMENT OF RENTALS, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter referred to as the "Deed of Trust") is made and entered into as of the 28th day of July, 2008, by and between Edmondson Corner Shoppes, LLC, a Tennessee limited liability company (hereinafter referred to as the "Grantor"), in favor of G.R. Archer, Jr., Trustee, a resident of Tennessee (hereinafter referred to as the "Trustee"), for the use and benefit of RED MOUNTAIN BANK, N.A., a national banking association, with offices at 214 Centerview Drive, Suite 165, Brentwood, Tennessee 37027(hereinafter referred to as the "Beneficiary').

WITNESSETH:

WHEREAS, Grantor is the maker of a certain Promissory Note of even date herewith, payable to the order of Beneficiary in the original principal amount of Three Million, Six Thousand and 00/100 ($3,600,000.00) (hereinafter referred to as the "Note"); and,

WHEREAS, Beneficiary is the true and lawful owner and holder of the indebtedness evidenced by the Note;

NOW, THEREFORE, for and in consideration of the foregoing premises, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, transfers, assigns and conveys unto Trustee all of its right, title and interest in the following described property and property rights, together with a security interest in the following described personal property:

(A) That real property known as Bldg. No. 1, Edmondson Corner Shoppes in Davidson County, Tennessee, and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference (hereinafter referred to as the "Land"), together with all buildings, structures and improvements of every nature now or hereafter located on the Land;

(B) All gas and electric fixtures, radiators, heaters, engines, machinery, boilers, water heaters, appliances, ranges, ovens, stoves, elevators, motors, bathtubs, basins, pipes, faucets, air conditioning, plumbing and heating fixtures, mirrors, mantels, refrigerating plants, refrigerators, iceboxes, dishwashers, washers, dryers, exhaust hoods and fans, laundry equipment, carpeting and other floor coverings, furniture, furnishings, cooking apparatus and appurtenances, lawnmowers, maintenance equipment, window screens, awnings and storm sashes, which are or shall be attached to any buildings, structures or improvements now or hereafter located upon

the Land; all building materials, supplies and equipment now or hereafter delivered to the Land and intended to be installed or used thereon; and all other furnishings, fixtures, furniture, fittings, machinery, equipment, apparatus, appliances and personal property of every kind and nature whatsoever 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 Land, or the buildings, structures or improvements now or hereafter located thereon; together with all renewals, replacements, substitutions and additions to any of the foregoing, whether now or hereafter acquired, and all proceeds therefrom; all of which are hereby declared to be and shall be deemed to be fixtures and accessions to and a part of the Land as between the parties hereto, and all persons claiming by, through or under them;

(C) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, royalties, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter located on, under or above the Land or any portion thereof, together with all rights, titles, interests, estates, privileges, tenements, servitudes, hereditaments, appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Land or to the buildings, structures or improvements now or hereafter located thereon, 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;

(D) All contracts, accounts, and contract rights, presently existing or hereafter arising in connection with the Land or the buildings, structures or improvements located thereon from time to time, including but not limited to all, security deposits, escrow funds, and insurance policies and proceeds; all instruments, documents, chattel paper and general intangibles now or hereafter acquired by Grantor relating to the Premises; and all leases affecting, and all rents, issues, profits, and revenues of, the Land or the buildings, structures or improvements now or hereafter located thereon; and

(E) All judgments, damage awards, settlements and payments hereafter made as a result of or in lieu of any taking of the Land, or of the buildings, structures or improvements now or hereafter located thereon, or any part thereof, under the power of eminent domain, or for any damage to the Land, or to the buildings, structures or improvements now or hereafter located thereon, or to any part thereof, or to any rights appurtenant thereto, including any award for change of street grade.

All of the foregoing shall be deemed to be security for the Secured Indebtedness (as hereinafter defined), and shall hereinafter collectively be referred to as the "Premises."

TO HAVE AND TO HOLD the Premises to the Trustee forever. Grantor covenants that it is lawfully seized and possessed of the Premises in fee simple, has good right to sell and convey the same as aforesaid, and that the same are unencumbered, except as specifically set forth in Exhibit B

which is attached hereto and incorporated herein by reference. Grantor further covenants and binds itself to warrant and forever defend the title to the Premises to the Trustee, against the claims of all persons whomsoever, except as to those matters set forth in Exhibit B hereto.

BUT this conveyance is made **IN TRUST** to secure the prompt payment in full of the following (hereinafter collectively referred to as the "Secured Indebtedness"), and for no other purpose:

(A) The indebtedness evidenced by the Note, which Beneficiary has advanced or obligated itself to advance pursuant to the terms of that certain Loan Agreement of even date herewith between Grantor and Beneficiary (hereinafter referred to as the "Loan Agreement"); together with interest thereon, all penalties and fees, any notes given in payment thereof, and any extensions, modifications and renewals thereof;

(B) All sums advanced by Beneficiary to Grantor or expended by Beneficiary for Grantor's account or benefit pursuant to the terms of this Deed of Trust or the Loan Agreement, and the prompt and faithful performance of all terms and conditions contained herein and therein, together with interest thereon;

(C) All court costs, expenses and costs of whatever kind incident to the collection of the Secured Indebtedness, and the enforcement or protection of this Deed of Trust and the Loan Agreement, including attorneys' fees; and

(D) The full and timely performance of all covenants, conditions and agreements set forth in the Note, this Deed of Trust, the Loan Agreement and any of the other documents and instruments executed or delivered in connection with the loan secured hereby.

(E) Any and all other indebtedness now or hereafter owed by Grantor to Beneficiary.

GRANTOR further agrees and covenants with Trustee and Beneficiary as follows:

1. **Payment of Indebtedness.** Grantor shall pay the Note according to the terms thereof and shall pay the remainder of the Secured Indebtedness promptly, as the same shall become due and payable.

2. **Taxes, Assessments and Other Charges; Liens.** Grantor shall pay, on or before the date of delinquency thereof, all taxes, assessments and other charges of every kind and character whatsoever, now or hereafter levied, assessed or imposed on, or which may be or become a lien upon, the Premises, or any part thereof, or on any estate, right or interest therein, and shall promptly furnish Beneficiary receipts evidencing the payment of all such taxes, assessments and other charges.

Grantor shall promptly discharge and keep the Premises free from all liens, claims, or encumbrances which may be or become prior to the lien hereof, and shall, upon Beneficiary's

demand, promptly pay any liens, claims or encumbrances, which in Beneficiary's determination may impair the security of this Deed of Trust.

COLLATERAL INCLUDES FIXTURES

Beneficiary has not consented, and will not consent, to any contract, any work, or the furnishing of any materials, that might be deemed to, create a, lien ,superior to the lien of this Deed of Trust.

3. **Insurance.** Grantor will maintain, in amount, form and substance satisfactory to Beneficiary, and issued by insurers satisfactory to Beneficiary and shall provide to Beneficiary evidence of, the following:

(A) **Fire and Extended Coverage.** Fire and extended coverage insurance and such other hazard insurance as Beneficiary may require in an amount equal to 100% of the insurable value of the Premises, containing standard non-contributing mortgagee loss payable and subrogation clauses, and an agreement to notify Beneficiary in writing at least thirty days prior to any cancellation or amendment of any such policy. The originals of such policies, together with appropriate endorsements thereto, and evidence of payment of premiums thereon, shall be promptly delivered to Beneficiary. Such insurance shall be obtained immediately, with such insurance to be kept in full force and effect at all times thereafter until the payment in full of the Secured Indebtedness;

(B) **Flood.** If the Land is located in an area designated by the Department of Housing and Urban Development as having special flood hazards, flood insurance;

(c) **Additional Insurance.** Such other insurance against such other casualties or losses as are at the time commonly insured against by those in Grantor's business or in the case of premises similarly situated, due regard being given to the type of improvements contemplated by the Loan Agreement, and their location, use and occupancy.

At least fifteen days prior to the expiration date of each policy maintained pursuant to this Section 3, Grantor shall deliver to Beneficiary a renewal or replacement thereof satisfactory to Beneficiary.

Grantor hereby directs all issuers of insurance policies relating to the Premises to pay all amounts due thereunder directly to Beneficiary, and Grantor hereby appoints Beneficiary as Grantor's attorney in fact to receive any sums due under such insurance policies, to endorse any drafts or instruments received under such policies, and to make proof of loss for, settle, and give binding acquitances for claim under such policies. Grantor will cooperate with Beneficiary in obtaining for Beneficiary the benefits of any insurance or other proceeds lawfully or equitably payable to it in connection with the transactions contemplated hereby.

The proceeds of any insurance may be applied by Beneficiary, in its sole discretion, either to the reduction of Grantor's indebtedness to Beneficiary in such order and manner as Beneficiary determines, or to the repair of damage to the Premises.

In the event of any loss to the Premises, or any part thereof, Grantor shall give to Beneficiary immediate notice thereof. Grantor shall pay the expenses of an independent appraisal on behalf of Beneficiary in the case of a casualty to the Premises.

In the event of the foreclosure of this Deed of Trust or any other transfer of title to the Premises in extinguishment or partial extinguishment of the Secured Indebtedness, all right, title and interest of Grantor in and to all insurance policies and unearned premiums shall pass to the purchaser or to Beneficiary, as the case may be.

4. **Deposits.** To secure the payment of the taxes and assessments referred to in Section 2 hereof and of the premiums on the insurance referred to in Section 3 hereof, Grantor shall, upon Beneficiary's request, deposit with Beneficiary, on the due date of each installment of the Note, such amounts as in Beneficiary's estimation shall be necessary to pay such charges as they become due; said deposits to be held by Beneficiary in a non-interest bearing account. The funds in said account shall be used by Beneficiary to pay current taxes, assessments and insurance premiums on the Premises as the same accrue and are payable. Payment from said sums for said purposes shall be made by Beneficiary at its discretion, and may be made even though such payment will benefit subsequent owners of the Premises. Such deposits shall not be, nor be deemed to be, trust funds, but may be, to the extent permitted by applicable law, commingled with Beneficiary's general funds. If said deposits are insufficient to pay the taxes, assessments and insurance premiums in full as they become payable, Grantor will deposit with Beneficiary such additional sums as may be required in order for Beneficiary to pay such taxes, assessments and insurance premiums in full. Upon the occurrence of an Event of Default (as hereinafter defined) Beneficiary may, at its option, apply any money in the fund resulting from said deposits to the payment of the Secured Indebtedness in such manner as it may elect.

5. **Maintenance, Waste, Use and Alteration.** Grantor shall keep and maintain the Premises in good condition and repair, shall not commit or permit any waste, impairment or deterioration thereof or any other action that could increase the risk of fire or other hazard or result hi the cancellation of any insurance policy carried on the Premises, and shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises, or any part thereof. Except as provided in the Loan Agreement, Grantor shall not, without Beneficiary's prior written consent, (a) make or permit any use of the Premises for any purpose other than that for which the same is now used or intended to be used, (b) remove, demolish or alter the design or structural character of any building, structure or improvement now or hereafter erected or situated upon the Premises, or any part thereof, (c) cancel, modify, breach or permit any prepayment under, any lease or other contract or agreement affecting the Premises or any part thereof, or (d) initiate, join in or consent to any changes in any restrictive covenant, zoning ordinance, or other public or private restrictions affecting the Premises or any part thereof.

6. **Access to Premises.** Grantor hereby authorized Beneficiary and its representatives to enter upon and inspect the Premises at all times.

7. **Condemnation.** If the Premises, or any part thereof, be taken by reason of eminent domain, or conveyed under threat or in lieu thereof, temporarily or permanently, then the entire

Secured Indebtedness shall, at Beneficiary's option, immediately become due and payable, and Beneficiary shall be entitled to all compensation, awards, damages or other payment or relief therefor, and shall be entitled, at Beneficiary's option, to commence, appear in, and prosecute any action or proceeding, or to make any compromise or settlement in connection with any such taking, but shall not be obligated to question the amount of any such compensation, award or damages. All such compensation, awards, damages, rights of action, and proceeds are hereby assigned to Beneficiary, which may, at its option, after deducting therefrom all expenses of such proceedings, whether incurred by Beneficiary or Grantor, including attorney's fees, (a) apply such funds to the reduction of the Secured Indebtedness in such order and manner as Beneficiary shall determine, (b) pay such funds, or a portion thereof, to Grantor for the purpose of repairing, restoring, replacing or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, or (c) use such funds for any other purpose of object for which Beneficiary is entitled to advance funds under this Deed of Trust. None of the foregoing applications of such monies shall extend or postpone the due date of any installment of the Secured Indebtedness, or change the amount thereof Grantor agrees to execute such further assignments of compensation, awards, damages, rights of action and proceeds as Beneficiary may require.

If, prior to the receipt by Beneficiary of such compensation, award or proceeds, the Premises have been sold on foreclosure of this Deed of Trust, Beneficiary shall have the right to receive such award or proceeds to the extent of any unpaid Secured Indebtedness, with interest thereof, whether or not a deficiency judgment shall have been sought or recovered, and to the extent of attorneys' fees, costs, and disbursements incurred by Beneficiary in connection with the collection of such award or proceeds. Nothing herein shall prevent Grantor from seeking to recover damages to its beneficial interests in the Premises from the condemning authority provided that no such recovery shall in any way diminish the award otherwise payable to Beneficiary, and provided, further, that all proceeds of any such recovery shall be applied against the Secured Indebtedness.

Immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, of any action or proceeding for the taking through condemnation of the Premises or any portion thereof, Grantor shall give to Beneficiary immediate notice thereof.

8. **Further Assurances; After-Acquired Property.** At any time and from time to time, upon Beneficiary's request, Grantor will make, execute and deliver, or cause to be made, executed and delivered, to Beneficiary, and where appropriate, cause to be recorded and/or filed, at such times and in such places as shall be deemed desirable by Beneficiary, any and all such other and further deeds of trusts, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in Beneficiary's opinion, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) Grantor's obligation under the Note or the Deed of Trust, or (b) the lien and/or security interest created by this Deed of Trust as a lien and/or security interest upon all of the Premises. Upon any failure by Grantor so to do, Beneficiary may make, execute, record and file any and all such deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Grantor, and Grantor hereby irrevocably appoints Beneficiary its agent and attorney-in-fact, coupled with an interest, so to do. This Deed of Trust will automatically attach, without further act, to all after-acquired property attached to or used in the operation of the Premises, or any part thereof.

9. **Loan Agreement.** The Loan Agreement is hereby incorporated into this Deed of Trust and made a part hereof as fully as though set forth herein. The terms and conditions of the Loan Agreement shall be deemed terms and conditions of this Deed of Trust.

10. **Assignment of Rents and Leases.** As additional collateral for the indebtedness secured hereby, Grantor hereby assigns to Beneficiary all of Grantor's right, title and interest in any and all leases, tenant contracts, rental agreements and similar agreements now or hereafter affecting the Property or any part thereof, together with any and all corresponding rents, issues, profits, revenues, income, accounts, accounts receivable and contract rights (individually a "Lease" and collectively the "Leases"). Without first obtaining Beneficiary's prior written consent, Grantor shall not cancel or modify any such Lease, or accept or permit to be made any prepayment of any rent or fees thereunder, and shall faithfully keep and perform all covenants, conditions and agreements contained in each of said Leases on the part of Grantor and shall at all times do all things necessary to compel performance by each other party to said Leases of all obligations, covenants and agreements by such other party to be performed thereunder. Upon the occurrence of any default hereunder or under any other instrument or document now or hereafter further evidencing, securing or otherwise related to the indebtedness secured hereby, Beneficiary may (1) perform any and all obligations of Grantor under any or all of the Leases and exercise any and all rights of Grantor thereunder, (2) in Grantor's or Beneficiary's name, institute any legal or equitable action that Beneficiary in its sole discretion deems desirable to collect and receive any and all of the rents, issues, profits, revenues and income assigned herein, and (3) collect the rents, issues, profits, revenues and income and any other sums due under the Leases and apply the same, in such order of priority as Beneficiary shall determine in its sole discretion, to all costs and expenses including reasonable attorney's fees incurred in connection with the operation of the Property, all costs and expenses including reasonable attorney's fees incurred in the collection of the indebtedness secured hereby, and any and all unpaid principal of and interest on the indebtedness secured hereby. Without limiting the foregoing, Lender is authorized to make any contact or communication with any lessee at anytime, for the purpose of implementing or enforcing any rights or remedies afforded hereby or at law, and no communication shall be construed to violate any federal or state right of privacy held by Borrower.

All future leases of any portion of the Property shall be submitted to Lender in advance, prior to Borrower's entering into such leases, and Lender shall have the right to refuse the same, if, in Lender's reasonable opinion, such lease(s) would be adverse to Lender's security interest. Further, any new lease shall provide that the proposed lessee shall enter into a subordination, attornment and non-disturbance agreement reasonably acceptable to Lender, and that upon request, such lessee shall execute in favor of Lender an estoppel agreement in form and substance reasonable acceptable to Lender, attesting to the status of any such lease and whether any claim or event of default is asserted by such lessee.

11. **Security Agreement.** With respect to any fixtures and items of personal property referred to or described in this Deed of Trust, and with respect to the moneys and instruments held by or on account of the Grantor, this Deed of Trust is hereby made and declared to be a security agreement encumbering each and every item of personal property included herein as part of the Premises, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of Tennessee. Financing statements affecting all of said personal property shall be executed

by Grantor and appropriately filed. The remedies for any violation of the covenants, terms, and conditions of the security agreement contained in this Deed of Trust shall be (a) as prescribed herein, (b) as prescribed by general law, or (c) as prescribed by the Uniform Commercial Code in the State of Tennessee, all at Beneficiary's election. Grantor and Beneficiary agree that the filing of such financing statements in the records normally having to do with personal property shall not in any way affect the agreement of Grantor and Beneficiary that everything used in connection with the production of income from the Premises, or adapted for use therein, or which is described or reflected in this Deed of Trust, is and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as part of the real property conveyed hereby, regardless of whether (aa) any such item is physically attached to the improvements on the Land, (bb) serial numbers are used for the better identification of items capable of being thus identified in an exhibit to this Deed of Trust, or (cc) any such item is referred to or reflected in any such financing statement. Similarly, the mention in any such financing statement of the rights in and to (aaa) the proceeds of any insurance policy, (bbb) any award in eminent domain proceedings for a taking or loss of value, or (ccc) Grantor's interest as lessor in any lease, or rights to income growing out of the use or occupancy of the Premises, shall not in any way alter any of Beneficiary's rights as determined by this Deed of Trust, or affect the priority of Beneficiary's security interest granted hereby or by any other recorded documents, it being understood and agreed that such mention in such financing statement is solely for Beneficiary's protection in the event a court shall at any time hold with respect to the foregoing items, that notice of Beneficiary's priority of interest must be filed in the Uniform Commercial Code records.

12. **Default.** The occurrence of any of the following shall constitute an event of default under this Deed of Trust (hereinafter referred to as an "Event of Default"):

(A) Default in the performance of any of the covenants, terms, or provisions of this Deed of Trust;

(B) Any warranty, representation, or statement made or furnished to Beneficiary by or on behalf of Grantor or in connection with this Deed of Trust proves to have been false in any material respect when made or furnished; or any misstatement or omission of fact or failure to state facts necessary to make such representations and statements not misleading;

(C) A default or event of default under the Loan Agreement, any amendment, renewal or revision thereof, or any other document executed in connection therewith; or

(D) Any default or event of default under the terms of any prior deed of trust, security agreement or other instrument relating to the Premises, or any part thereof, or under any other deed of trust, security agreement or other instrument, the lien or security interest of which may be or become prior and paramount to the lien or security interest of this Deed of Trust, or under any of the terms and conditions of the notes or other obligations secured thereby, which would authorize the acceleration of any such indebtedness by such third party, or, the commencement of any proceeding to collect, foreclose or realize upon any such indebtedness note, deed of trust, security agreement or other instrument.

13. **Remedies.** Upon the occurrence of an event of Default and at any time thereafter, Beneficiary, at its option, may declare all obligations of Grantor to Beneficiary immediately due and payable, without presentment, demand, protest, notice of protest, dishonor, or other notice or demand of any kind, all of which Grantor hereby waives. Beneficiary shall be entitled to the remedies set forth in the Loan Agreement or otherwise provided by law, and shall in addition, at its option, be entitled to the following:

(A) Trustee is hereby authorized and empowered, upon Beneficiary's request, after giving at least twenty days notice of the time and place of the sale by at least three publications in a newspaper published in Davidson County, Tennessee, to sell, at one or more public sales, the Premises, at the front door of the Davidson County Courthouse, at public outcry, to the highest and best bidder for cash, or upon such other terms as are satisfactory to Beneficiary, free from all rights and equities of redemption, homestead, dower, marital share and all other rights or exemptions of every kind, including statutory rights of redemption, all of which Grantor hereby expressly waives.

Trustee is hereby authorized to divide, parcel and sell, all or any portion of the Premises in such portions or parcels as Beneficiary may deem advisable in its sole discretion.

Trustee may adjourn the foreclosure sale from time to time, at the place of sale on the date the sale is originally set, or on the date of any adjournment thereof, and may reset such sale at a later date or dates by announcement, without any additional publication.

Beneficiary may bid for and purchase the Premises at any sale hereunder, and shall be entitled to apply all or a portion of the Secured Indebtedness as a credit to the purchase price.

Trustee is hereby authorized and empowered to execute and deliver to any purchaser a deed of conveyance in fee of the Premises, and to place such purchaser in quiet and peaceful possession thereof. In the event of any such sale, Grantor shall be deemed to be a tenant at will and shall forthwith surrender and deliver possession to such purchaser, or be summarily dispossessed according to provisions of law applicable to tenants at will.

Trustee shall apply the proceeds of any such sale first, to the payment of all costs and expenses incurred in connection with such sale and Grantor's default hereunder, including the usual commissions to the Trustee, and any and all sum that Beneficiary or Trustee may have expended or become liable for on account of the costs of litigation, attorneys' fees, taxes, assessments, insurance premiums, or any advances made or expenses incurred on account of the Premises, with interest thereon from the date incurred, at the maximum rate permitted under applicable law from time to time, or if no such maximum rate shall then exist, at the rate of 21% per annum; second, to the payment of the remaining unpaid principal of, and accrued interest on, the Note, in such manner and order as Beneficiary shall elect; third, to the payment of any other portion of the Secured Indebtedness then remaining unpaid, including accrued interest thereon, in such manner and order as Beneficiary may elect; and fourth, the balance, if any, to be paid to the order of Grantor, or to the person or entity lawfully entitled thereto;

(B) Beneficiary, or Trustee upon Beneficiary's written demand, is authorized and empowered, with or without force, and with or without process of law, to enter upon, take, and

maintain possession of all or any part of the Premises, together with all of Grantor's records, documents, leases, books, papers and accounts relating thereto, to the exclusion of Grantor; to hold, manage and operate the Premises; to collect the rents, issues, profits and revenues therefrom, including those past due and those accruing thereafter; and to perform any act which Beneficiary deems necessary or proper in order to preserve or protect the Premises. Beneficiary shall also be entitled to have a receiver appointed to enter upon and take possession of the Premises and to otherwise exercise Beneficiary's rights hereunder. All costs and expenses incurred pursuant to the powers herein conferred shall be added to the Secured Indebtedness and secured hereby. After payment of all costs and expenses incurred by Trustee or Beneficiary, including but not limited to the costs for the management and operation of the Premises, insurance premiums, repairs, replacements, alterations and useful additions as may deemed by Beneficiary to be reasonable and prudent, all taxes, assessments, charges or liens upon the Premises, and Trustee's, attorneys' and receiver's fees and bonds, the residue, if any, shall be applied to the Secured Indebtedness in such order and manner as Beneficiary shall elect. Trustee and Beneficiary shall be liable to account only for such rents, issues, profits and revenues actually received by either of them; and

(C) Beneficiary may pay any sum, or keep, perform or observe any terra, covenant, condition or obligation of this Deed of Trust, or the Secured Indebtedness, or any other deed of trust on the Premises or any part thereof, the lien of which is prior and paramount to the lien of this Deed of Trust, or of any notes secured thereby, or of any other instruments evidencing, securing, or otherwise relating thereto, under which Grantor is in default, and all payments made or costs or expenses incurred by Beneficiary in connection therewith shall be added to the Secured Indebtedness and secured hereby and shall, without demand, be immediately repaid by Grantor to Beneficiary with interest thereon from the date of any such payment at the maximum rate of interest permitted under applicable law from time to time, or if no such maximum rate shall then exist, at the rate of 21% per annum.

14. **Cumulative Remedies.** No right, power or remedy herein or otherwise conferred upon or reserved to Beneficiary, by contract, at law, in equity, or by statute, is intended to be exclusive of any other right, power or remedy, and each and every such right, power and remedy shall be cumulative and shall be in addition to every other right, power and remedy given hereunder or elsewhere, or now or hereafter existing by contract, at law, in equity or by statute. All such rights, powers and remedies may be exercised separately or concurrently, and in such order and as often as Beneficiary may deem desirable. Beneficiary shall not be required to marshall assets.

15. **Waiver.** No delay or omission by Beneficiary or Trustee in exercising any right, power or remedy hereunder, or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. The advance of proceeds of the Note shall not constitute a waiver of Beneficiary's right to require compliance with any provision hereof. No waiver by Beneficiary of any default shall operate as a waiver of any other default or of the same default on a future occasion.

16. **Expenses.** Grantor will pay all costs incurred by Beneficiary or Trustee in connection with the Deed of Trust, the Premises or the Secured Indebtedness, including but not limited to, legal fees, recording expenses, surveys, intangible taxes, expenses of any suit, action,

legal proceeding or dispute of any kind in which Beneficiary or Trustee is made a party or intervenes, the foreclosure of the Deed of Trust or any action to protect the security thereof, any condemnation proceeding, and the collection of the Secured Indebtedness. All such amounts paid by Beneficiary or Trustee shall be added to the Secured Indebtedness and secured hereby.

17. **Conveyance.** Grantor shall not, without Beneficiary's prior written consent, directly or indirectly, voluntarily or involuntarily, sell, offer to sell, lease, convey, assign, further encumber, or otherwise transfer or dispose of, the Premises, the rents or profits thereof, or any part thereof or interest therein.

18. **Greater Estate.** In the event that Grantor is the owner of a leasehold estate or any other estate less than a fee simple with respect to any portion of the Premises and, prior to the satisfaction of the Secured Indebtedness and the cancellation of this Deed of Trust of record, Grantor obtains any greater estate or interest in the Premises, then such greater estate shall automatically and without further action of any kind, pass to Trustee and be and become subject to the hen and terms of this Deed of Trust.

19. **Successor Trustee.** Beneficiary may, at any time and from time to time, in its discretion, with or without cause, and without notice to Trustee or Grantor, by written instrument, substitute and appoint a successor or successors to Trustee, which instrument when executed, acknowledged and recorded in the office of the Register of Deeds for Davidson County, Tennessee, shall be conclusive proof of the proper substitution and appointment of such successor trustee or trustees, who shall thereupon have all the rights, title, estate, duties and privileges of Trustee, without the necessity of any conveying instrument whatsoever. Neither Trustee nor any successor to Trustee shall be required to make bond, oath or file an inventory.

20. **Successors and Assigns.** This Deed of Trust shall inure to the benefit of, and shall be binding upon, Grantor, Beneficiary and Trustee, and their respective heirs, personal representatives, successors and assigns.

21. **Third Parties.** All of Grantor's obligations hereunder are imposed solely for Beneficiary's benefit. No other person or entity shall have standing to require satisfaction of such obligations in accordance with their terms, or be deemed to be a beneficiary of such obligations, any and all of which may be waived or modified in whole or in part by Beneficiary at any time and from time to time. Beneficiary may, without the consent of any other person or entity, extend the time for payment of any or all of the Secured Indebtedness or modify the terms for payment thereof.

22. **Assignment.** This Deed of trust may be assigned by Beneficiary; and any assignment thereof shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Beneficiary. Grantor may not powers herein conferred upon and granted to Beneficiary. Grantor may not assign its rights or delegate its duties hereunder, and any attempt to do so shall be void.

23. **Amendment.** Neither this Deed of Trust nor, any provision hereof may be amended, waived, discharged or terminated orally, but only by a writing signed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

24. **Severability.** If any provision of this Deed of Trust, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect any other provision hereof that can be given effect without the invalid or enforceable provision, or the application of such provision to other persons or circumstances; and to this end, the provisions hereof are severable.

25. **Choice of Law.** This Deed of Trust has been negotiated, made, executed and delivered in Williamson County, Tennessee. The validity and construction hereof shall be determined in all respects in accordance with the laws of the State of Tennessee.

26. **Notice.** All notice given hereunder shall be given in writing, signed by the party giving such notice, and shall either be personally delivered, sent by registered or certified mail, return receipt requested, or sent by a nationally recognized express courier service, to the other party at the address set forth below, or to such other address as may hereafter be provided in accordance with the notice provisions hereof. Notice shall be deemed given when so personally delivered, mailed, or delivered to such courier service, as the case may be. For the purposes hereof:

Beneficiary's address is:	Grantor's address is:
Red Mountain Bank, N.A. 214 Centerview Drive, Ste. 165 Brentwood, TN 37027 Attention: Dale Royse	Edmondson Corner Shoppes, LLC P.O. Box 2142 Brentwood, TN 37024-2142 Attention: Mark Marshall

27. **Terminology.** Whenever used herein, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. The headings contained herein are inserted for convenience of reference only, and shall not be construed as defining, limiting, excluding, or describing the scope of this Deed of Trust, any section hereof, or the intent of any provision hereof.

28. **Time.** Time is of the essence with regard to each and every provision hereof, and of all other instruments now or hereafter evidencing, securing or otherwise relating to the Secured Indebtedness.

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed of Trust as of the date first set forth above.

EDMONDSON CORNER SHOPPES, LLC

By: _____
Mark Marshall, Managing Member

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Mark Marshall with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be the Managing Member of Edmondson Corner Shoppes, LLC, the within named bargainor, a limited liability company, and that he as such Managing Membr being authorized so to do, executed the foregoing instrument for the purposes therein contained be signing the name of the limited liability company by the said Mark Marshall, as such Managing Member.

Witness my hand and official seal at Brentwood, Tennessee, this 25th of July, 2008.

Notary Public

My Commission Expires: 9/20/08

JUDY S. WELLS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN

Exhibit "A"

A certain condominium apartment in Davidson County, TN, described as Building No. 1 of Edmondson Corner Shoppes, a Condominium, a Horizontal Property Regime, located in Nashville, TN, as shown as Exhibit "B" to the Master Deed of record in Instrument No. 20030904-0128528, Register's Office for Davidson County, TN, and described in the Master Deed recorded in Instrument No. 20030904-0128528, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of Edmondson Corner Shoppes, Condominium Apartments contained in the Master Deed recorded in Instrument No. 20030904-0128528, and By-Laws appended thereto, Register's Office for Davidson County, TN, are incorporated herein by reference and made a part hereof the same as though copied herein.

Being the same property conveyed to Edmondson Corner Shoppes, LLC, by Quitclaim Deed from Edmondson Corner LLC (formerly Edmonson Corner Center, LLC), of record in Instrument No. 20040302-0023308, as corrected in Instrument No. 20050729-0077286, Register's Office for Davidson County, TN.

Exhibit "B"

1) Taxes for the year 2008 and subsequent years;
2) Master Deed, and all exhibit thereto, of Edmondson Corner Shoppes Homeowners' Association of record in Instrument No. 20030904-0128528 Register's Office for Davidson County, TN;
3) Sanitary Sewer and Storm Drainage Easements of record in Book 6218, pages 59 and 62, Register's Office for Davidson County, TN;
4) Anchor Easement of record in Instrument No. 20050701-0076088, Register's Office for Davidson County, TN; and,
5) Stormwater Detention Agreement of record in Instrument No. 20061206-0150571, Register's Office for Davidson County, TN.

Davidson County DOTMODAGR
Recvd: 09/12/08 10:42 4 pgs
Fees:23.00 Taxes:115.00
20080912-0093515

THIS INSTRUMENT PREPARED BY:

Southland Title & Escrow Co., Inc.
7101 Executive Center Drive, Suite 151
Brentwood, TN 37027

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING PURPOSES IS $100,000.00.

MODIFICATION OF PROMISSORY NOTE, DEED OF TRUST AND RELATED LOAN DOCUMENTS
(this "Agreement")

This Agreement is made and entered into by and between EDMONDSON CORNER SHOPPES, LLC, a Tennessee limited liability company, (the "Borrower") and RED MOUNTAIN BANK, N.A., a national banking association with offices at 214 Centerview Drive, Suite 165, Brentwood, Tennessee 37027 (the "Lender");

WITNESSETH:

That Borrower and Lender recite and agree as follows, which recitation and agreement constitute apart of this Agreement:

A. Lender is the lawful owner and holder of that certain Promissory Note signed by Borrower and made payable to the order of Lender, dated July 28, 2008, in an original principal amount of Three Million Six Hundred Thousand, and 00/100 Dollars ($3,600,000.00) [the "Promissory Note"].

B. The Promissory Note is secured by that certain Deed of Trust executed by Borrower in favor of Lender, conveying the real estate therein described to G.R. Archer, Jr., Trustee for the benefit of Lender, said Deed of Trust being dated July 28, 2008, (the "Deed of Trust"), and appearing of record in Instrument No. 20080729-0077297, Register's Office for Davidson County, Tennessee.

C. Borrower the Deed of Trust continues to secure to Lender a valid and enforceable first priority deed of trust as to the real estate therein described, and Borrower hereby acknowledges that there exist no defenses, rights of set-off or claims in respect to the subject indebtedness;

D. Borrower has requested that Lender advance to Borrower an additional sum of $100,000.00, said additional amount to be evidenced by the Promissory Note, secured by

the Deed of Trust, and disbursed pursuant to the terms and conditions of the loan documents executed by Borrower in conjunction with the subject indebtedness, as further stated below.

NOW, THEREFORE, for and in consideration of the covenants and promises of the parties hereto, the receipt and sufficiency of which is acknowledged by Borrower and Lender, the Borrower and Lender covenant and agree as follows:

1. The Promissory Note is hereby modified by increasing the principal amount of the Promissory Note to the sum of Three Million Seven Hundred Thousand & 00/100 Dollars ($3,700,000.00). The required monthly payment amount is hereby modified from the sum of $23,829.00 per month, to the sum of $24,491.00 per month; the monthly payment due date shall remain the same as stated in the Promissory Note, however. The Deed of Trust is hereby modified to secure to Lender the additional amounts advanced, or to be advanced, by Lender pursuant to this Agreement. All remaining loan documents executed by Borrower in conjunction with the subject indebtedness are hereby modified to conform to the provisions of this Agreement.

2. Borrower hereby reiterates and reaffirms, as of the date of this Agreement, all representations and warranties heretofore made by Borrower to Trustees and/or Lender contained in the Deed of Trust and remaining loan documents executed in conjunction with the subject indebtedness.

3. All terms and conditions of the Promissory Note, Deed of Trust and remaining loan documents executed by Borrower in conjunction with the subject indebtedness which are not expressly modified hereby shall remain in full force and effect.

4. Without limiting the foregoing, any additional amounts disbursed by Lender pursuant to this Agreement shall be subject to any and all discretionary advance rights of Lender, as and if applicable.

5. Borrower shall reasonably cooperate with Lender in order to execute any further or additional documents required by Lender or its counsel in respect to the advance of additional monies and/or the perfection of Lender's security interest. Borrower shall be responsible for all additional recording fees and taxes related to this Agreement or additional sums advanced, and for the reasonable attorney fees incurred in conjunction with this Agreement.

6 This Agreement shall be binding upon the respective heirs, executors, successors, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by Borrower and by Lender on the dates set forth next to their names. This instrument shall be dated and shall be effective as of the date of execution by the last signatory hereto.

BORROWER:

EDMONDSON CORNER SHOPPES, LLC

By: _____ Date: 8/21/08
Mark Marshall, Managing Member

LENDER:

RED MOUNTAIN BANK, N.A.

By: _____ Date: 8/21/08

Its: Senior Vice President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, Notary Public within and for the State and County aforesaid, personally appeared Mark Marshall, with whom I am personally acquainted, and who upon his oaths acknowledged himself to be the Managing Member of **EDMONDSON CORNER SHOPPES, LLC** the within named bargainor, a limited liability company, and that he as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, by the said Mark Marshall as such Managing Member.

WITNESS my hand an official seal, at office at Brentwood, Tennessee, this 21 day of August, 2008.

_____
NOTARY PUBLIC

My Commission Expires: 7/5/2011

CHERYL A. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
July 05, 2011

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, Notary Public within and for the State and County aforesaid, personally appeared Dale Royse, with whom I am personally acquainted, and who upon his/her oaths acknowledged himself/herself to be the Sr. Vice President of **RED MOUNTAIN BANK, N.A.** the within named bargainor, a national banking association, and that he/she as such Sr. Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of RED MOUNTAIN BANK, N.A., by the said Dale Royse as such Sr. Vice President.

WITNESS my hand an official seal, at office at Brentwood, Tennessee, this 21 day of August, 2008.

NOTARY PUBLIC

My Commission Expires: 7/5/2011

MY COMMISSION EXPIRES:
July 05, 2011

CHERYL A. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

The maximum principal indebtedness for Tennessee Recording Purposes is $-0-.

THIS INSTRUMENT WAS PREPARED BY:
CHAFFIN & BURNSED, PLLC
THE FRIDRICH BUILDING, FIRST FLOOR
2909 POSTON AVENUE
NASHVILLE, TN 37203
(615) 460-7478

Davidson County DOTMODAGR
Recvd: 04/28/09 15:18 5 pgs
Fees:27.00 Taxes:0.00
20090428-0038383

SECOND MODIFICATION OF PROMISSORY NOTE,
DEED OF TRUST AND RELATED LOAN DOCUMENTS
(Herein, the "Second Modification Agreement")

THIS SECOND MODIFICATION AGREEMENT is entered into by and between the undersigned EDMONDSON CORNER SHOPPES, LLC, a Tennessee Limited Liability Company (hereinafter collectively referred to as "Borrower), Mark A. Marshall ("Guarantor") and Red Mountain Bank, N.A., a national banking association, with offices at 214 Centerview Drive, Suite 165, Brentwood, TN 37027 ("Bank"), signed in Nashville, Tennessee, on the 17 day of April, 2009 to have the effective date of April 1, 2009

Witnesseth:

WHEREAS, Borrower executed in favor of Bank that certain promissory note in the original principal amount of THREE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS ($3,600,000.00), dated July 28, 2008 (the "Note");

WHEREAS, the Note is secured by that certain Deed of Trust, Assignment of Rent and Leases, Security Agreement and Fixture Filing dated of even date with the Note, appearing of record in Instrument No. 20080729-0077297, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), securing real property known as: Building No. 1, Edmondson Corner Shoppes, a Condominium, Davidson County, Tennessee, such real property being referred to herein-below as the "Property";

WHEREAS, the Note and Deed of Trust were previously modified by way of prior modification agreement including, without limitation, that certain Modification of Promissory Note, Deed of Trust and Related Loan Documents, dated September 12, 2008 and recorded in Instrument No. 20080912-0093515, said Register's Office, wherein the loan amount was increased to $3,700,000.00 (the "First Modification");

WHEREAS, the said Note, Deed of Trust, the Loan Agreement dated of even date with the Note and Deed of Trust, the First Modificaiton and all other related loan documents are collectively referred to herein-below as the "Collateral Loan Documents";

WHEREAS, Borrower has requested that Bank further modify the Note, Deed of Trust and Collateral Loan Documents as stated below;

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, Borrower and Bank agree as follows:

1. The outstanding balance of the Note is acknowledged to be the principal sum of THREE MILLION SIX HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED SEVENTY NINE AND 56/100 DOLLARS ($3,667,979.56), together with any interest accrued through the effective date.

Initials: _____

2. The Note is modified as follows:

a. Interest Rate: The interest rate of the Note is modified by this Second Modification Agreement to a rate equal the Wall Street Journal Prime Rate (WSJ Prime). The "Wall Street Journal Prime Rate," is defined as that rate designated as the "Prime Rate" in the "Wall Street Journal," as published daily or from time-to-time, under "Money Rates," or as otherwise designated therein (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will advise Borrower in writing of the current Index rate upon Borrower's written request. It is expressly provided, however, that under no circumstances shall the interest rate be reduced to a rate less than 5.00%.

b. Monthly Payments: Commencing with monthly payment due for the 5th of May, 2009, Borrower shall make monthly payments to Bank in the amount of $21,750.00, inclusive of principal and interest (the "Monthly Payment"). However, in the event that the interest rate applicable to the Note shall increase, based on the variable rate provisions herein stated, Bank may increase the amount of the required Monthly Payment to an amount sufficient to pay (i) all interest which shall accrue, plus (ii) a proportionate monthly principal reduction, based on an assumed amortization schedule of 24.5 years (the initial amortization schedule utilized), less the number of months which shall have elapsed from the date of this Second Modification Agreement to the date when the revised Monthly Payment shall become effective.

c. Maturity Date. The Maturity Date is not modified by this Second Modification Agreement, and the entire remaining indebtedness owing under the Note, as hereby modified, shall be due and payable in full on the Maturity Date of July 28, 2013, with interest and other charges owing under and permitted by the Collateral Loan Documents, and without further notice to the Borrower.

d. Prepayment Penalty: Borrower may pay any portion of the Note in full prior to the due date for such payments, provided, if all or any portion of the principal of the Note is prepaid, the following prepayment penalties shall be required and shall accompany any such prepayment:

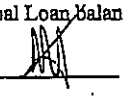
Prepayments made between May 1, 2009 and May 1, 2010: 3% of amount prepaid;
Prepayments made between May 2, 2010 and May 1, 2011: 2% of amount prepaid;
Prepayments made between May 2, 2011 and May 1, 2012: 1% of amount prepaid;
Prepayments made on or after May 2, 2012: 0% of amount prepaid.

No premium shall be required if such prepayment is made (i) with funds internally generated by Borrower in the normal course of their business, or (ii) if the proceeds are generated from an "arms length" sale of the Property to a third party.

3. The Note, Deed of Trust and Collateral Loan Documents are hereby modified to conform to the modifications, amendments and changes made to the Note, as stated above, to secure the entire balance of the Note as modified above.

4. All other terms and conditions of the Collateral Loan Documents shall remain in full force and effect, except as necessary to cause the same to conform to the express provisions of this Second Modification Agreement. This Second Modification Agreement shall not constitute a novation of any document or instrument previously executed by Borrower or any guarantor or surety of the underlying indebtedness, and shall not effect a release of any party to any obligation.

5. Borrower agrees to pay Bank's reasonable attorney fees incurred in connection with this Second Modification Agreement and to pay for any recording costs incidental thereto; any fees and expenses not paid by Borrower, at the time of execution of this Second Modification Agreement, may, at Bank's discretion, be added to the principal Loan balance.

Initials: 

6. Borrower additionally warrants and represents to Bank the following:

a. The Property is and shall remain unencumbered except for the security interests of Bank, and there presently exist no third parties in whose favor any mechanics lien rights presently exist or who, with the passage of time or recordation of any instrument shall legally be entitled to assert a lien against the Property, except for any real estate taxes not yet due and payable.

b. The individual(s) executing this Second Modification Agreement on behalf of Borrower has/have the actual, express authorization of the borrowing entity (whether a corporation, partnership, limited partnership, limited liability company, or otherwise) to enter into this Second Modification Agreement and the same is and shall be binding upon Borrower, its successors and assigns;

c. Neither the Borrower nor Guarantor is insolvent as of this date, and neither will be rendered insolvent by the execution of this Second Modification Agreement;

d. In the event that any repairs or other work have been made to or in respect of the Property within the prior twelve (12) months, all materials and labor expenses and charges related to any of the foregoing, however and whenever incurred, have been paid in full.

e. Immediately prior to execution of this Second Modification Agreement, Borrower is not in default with respect to any provisions of the Collateral Loan Documents, whether the same relate to monetary default provisions or non-monetary default provisions. Borrower further acknowledges that Borrower neither has nor claims any right of offset with respect to any portion of the secured indebtedness.

7. The Collateral Loan Documents may not be amended further except by way of a written document signed by Bank and Borrower.

8. Time shall be of the essence in this Second Modification Agreement.

9. Guarantor acknowledges and consents to the provisions of this Second Modification Agreement, and further acknowledges that any guaranty or suretyship agreements previously executed shall remain in full force and effect, unless and until the same shall have been released by Bank in writing and such releases shall have been delivered to the Guarantor.

10. With respect to modifications or amendments to the Collateral Loan Documents, this Second Modification Agreement contains the entire agreement of the parties, and there exist no other agreements, oral or implied, which have the effect of altering or amending the terms and conditions of the Collateral Loan Documents as the same exist immediately prior to execution of this Second Modification Agreement.

WHEREFORE, we have executed this Second Modification Agreement on the date first stated above.

Borrower:

Edmondson Corner Shoppes, LLC,
a Tennessee Limited Liability Company

By: _____
Mark Marshall
Title: Chief Manager

Consent by Guarantor:

Mark Marshall, Individually

Red Mountain Bank, N.A.

By: _____
Dale Royse
Title: Senior Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said County and State, Mark Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of EDMONDSON CORNER SHOPPES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, the within named bargainor, and that he in such capacity, and on behalf of the said limited liability company, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and official seal at office in Nashville, Tennessee, this 17 day of April, 2009.

_____
Notary Public

CHERYL A. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 7/5/2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Mark Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 17 day of April, 2009.

_____
Notary Public

CHERYL A. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 7/5/2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Dale Royse, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President of Red Mountain Bank, N.A., a national banking association, and that he as such Senior Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation in said capacity.

Witness my hand and official seal in Nashville, Tennessee, this 17 day of April, 2009.

Notary Public

CHERYL A. THOMPSON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 7/5/2011

CERTIFICATE OF AUTHENTICITY

I, P. Robyn Caldwell, 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.

P. Robyn Caldwell

State of Tennessee
County of Davidson

Personally appeared before me, Amy D. Nix, a notary public for this county and state, P. Robyn Caldwell, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012

BILL GARRETT, Davidson County
Trans:T20130087049 DOTMODAGR
Recvd: 10/08/13 13:34 8 pgs
Fees:42.00 Taxes:0.00
[redacted]
20131008-0105696

The maximum principal indebtedness for Tennessee Recording Purposes is $-0-.

THIS INSTRUMENT WAS PREPARED BY:
KARA M. GARSTECKI
MAYNARD, COOPER & GALE, PC
1901 SIXTH AVENUE NORTH SUITE 2400
BIRMINGHAM, ALABAMA 35203
(205) 254-1000

THIRD MODIFICATION OF PROMISSORY NOTE, DEED OF TRUST AND RELATED LOAN DOCUMENTS
(Herein, the "Third Modification Agreement")

THIS THIRD MODIFICATION AGREEMENT is entered into by and between the undersigned EDMONDSON CORNER SHOPPES, LLC, a Tennessee limited liability company (hereinafter collectively referred to as "Borrower"), MARK A. MARSHALL ("Guarantor") and NATIONAL BANK OF COMMERCE, a national banking association (formerly known as Red Mountain Bank, N.A., a national banking association), with offices at 813 Shades Creek Parkway, Suite 100, Birmingham, Alabama 35209 ("Bank"), on the 21st day of August, 2013 and effective as of July 28, 2013.

WITNESSETH

WHEREAS, Borrower executed in favor of Bank that certain promissory note in the original principal amount of THREE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS ($3,600,000.00), dated July 28, 2008 (the "Note");

WHEREAS, the Note is secured by that certain Deed of Trust, Assignment of Rent and Leases, Security Agreement and Fixture Filing dated of even date with the Note, appearing of record in Instrument No. 20080729-0077297, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), securing real property known as: Building No. 1, Edmondson Corner Shoppes, a Condominium, Davidson County, Tennessee, such real property being referred to herein-below as the "Property";

WHEREAS, the Note and Deed of Trust were previously modified by way of prior modification agreement including, without limitation, that certain Modification of Promissory Note, Deed of Trust and Related Loan Documents, dated September 12, 2008 and recorded in Instrument No. 20080912-0093515, said Register's Office, wherein the loan amount was increased to $3,700,000.00 (the "First Modification");

WHEREAS, the Note and Deed of Trust were previously modified by way of a second modification agreement including, without limitation, that certain Second Modification of Promissory Note, Deed of Trust and Related Loan Documents, dated April 17, 2009 and recorded in Instrument No. 20090428-0038383, said Register's Office, wherein the interest rate was modified to a rate equal to the Wall Street Journal Prime Rate (the "Second Modification");

WHEREAS, the said Note, Deed of Trust, the Loan Agreement dated of even date with the Note and Deed of Trust, the First Modification, the Second Modification and all other related loan documents are collectively referred to herein-below as the "Collateral Loan Documents";

WHEREAS, Borrower has requested that Bank further modify the Note, Deed of Trust and Collateral Loan Documents as stated below;

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, Borrower and Bank agree as follows:

1. The outstanding balance of the Note is acknowledged to be the principal sum of THREE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND AND 13/100 DOLLARS ($3,325,909.13), together with any interest accrued through the effective date.

Initials: MA

2. The Note is modified as follows:

a. Interest Rate: The interest rate of the Note is hereby modified to a rate equal to the sum of the Wall Street Journal Prime Rate ("WSJ Prime") plus one-half percent (0.50%). The "Wall Street Journal Prime Rate," is defined as that rate designated as the "Prime Rate in the "Wall Street Journal," as published daily or from time-to-time, under "Money Rates," or as otherwise designated therein (the "Index"). The Index is not necessarily the lowest rate charged by Bank on its loans. If the Index becomes unavailable during the term of this loan, Bank may designate a substitute index after notice to Borrower. Bank will advise Borrower in writing of the current Index rate upon Borrower's written request. It is expressly provided, however, that under no circumstances shall the interest rate be reduced to a rate less than five and one-half percent (5.50%).

b. Monthly Payments: Borrower shall make principal and interest installment payments to Bank in the amount of the sum of (a) with respect to the first twelve (12) payments commencing on August 28, 2013, a principal payment equal to $7,210; with respect to the next twelve (12) payments commencing on August 28, 2014, a principal payment equal to $7,620; and with respect to the last twelve (12) payments commencing on August 28, 2015, a principal payment equal to $8,050, and (b) an interest payment equal to all accrued and unpaid interest (each, a "Monthly Payment"). However, in the event that the interest rate applicable to the Note shall increase, based on the variable rate provisions herein stated, Bank may increase the amount of the required Monthly Payment to an amount sufficient to pay (i) all interest which shall accrue, plus (ii) a proportionate monthly principal reduction, based on an assumed amortization schedule of 21 years (the initial amortization schedule utilized), less the number of months which shall have elapsed from the date of this Third Modification Agreement to the date when the revised Monthly Payment shall become effective.

c. Maturity Date: The entire remaining indebtedness owing under the Note, as hereby modified, shall be due and payable in full on July 28, 2016 (the "Maturity Date"), with interest and other charges owing under and permitted by the Collateral Loan Documents, and without further notice to the Borrower.

d. Debt Service Coverage Ratio: Throughout the term of the Note, Borrower shall be required to maintain a minimum coverage ratio for all Debt Service (the "Debt Service Coverage Ratio") equal to 1.15:1. The Debt Service Coverage Ratio shall be calculated on a quarterly basis by Bank and such calculations shall be based on a ratio of net operating income to annual debt service. "Net Operating Income" shall mean the rental revenue for the previous three (3) months together with expense reimbursements annualized, less any operating expenses from the previous calendar year. "Debt Service", with respect to the Property, shall be equal to the greater of actual debt service or debt service calculated using the then-current principal balance amortized for the remainder of the 21 year amortization set forth as of the date of this Third Modification Agreement and a rate equal to the greater of (i) six percent (6.00%) and (ii) the sum of the ten (10) year U.S. Treasury Yield plus three percent (3%).

e. Option to Renew: The Note shall be paid in full, if not sooner paid, on the Maturity Date; provided that if no default shall occur under any of the Collateral Loan Documents between Bank and Borrower prior to the Maturity Date, then upon thirty (30) days prior written notice to Bank and payment of an extension fee in the amount of $17,500, Borrower shall have a one-time option to renew the Note for an additional period of twenty-four (24) months terminating on July 28, 2018 (the "Renewal Period"), subject to the following conditions:

(i) Borrower must reduce the principal balance by an additional $87,500;

(ii) the Property must have a Debt Service Coverage Ratio equal to a minimum of 1.25:1 at the time of renewal;

(iii) the loan to value ratio must not be greater than 80% based on an appraisal conducted immediately prior to the time of renewal at Borrower's sole cost and expense and by an appraiser licensed to do business in the state of Tennessee and selected by Bank.

The interest rate of the Note during the Renewal Period shall be equal to the WSJ Prime plus one percent (1.00%); provided, however, that under no circumstances shall the interest rate be reduced to a rate less than six percent (6.00%) during the Renewal Period. Except as set forth herein, all other terms and conditions of the Collateral Loan Documents shall remain in full force and effect during the Renewal Period.

Initials: _____

3. The Note, Deed of Trust and Collateral Loan Documents are hereby modified to conform to the modifications, amendments and changes made to the Note, as stated above, to secure the entire balance of the Note as modified above.

4. All other terms and conditions of the Collateral Loan Documents shall remain in full force and effect, except as necessary to cause the same to conform to the express provisions of this Third Modification Agreement. This Third Modification Agreement shall not constitute a novation of any document or instrument previously executed by Borrower or any guarantor or surety of the underlying indebtedness, and shall not effect a release of any party to any obligation.

5. Borrower shall pay to Bank a renewal fee in connection with this Third Modification Agreement (the "Renewal Fee") equal to TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00). The Renewal Fee shall be due and payable upon the execution of this Third Modification Agreement by Bank and Borrower and shall be fully earned and nonrefundable as of such date.

6. Borrower agrees to pay Bank's reasonable attorney fees incurred in connection with this Third Modification Agreement and to pay for any recording costs incidental thereto; any fees and expenses not paid by Borrower, at the time of execution of this Third Modification Agreement, may, at Bank's discretion, be added to the principal Loan balance.

7. Notwithstanding anything set forth in the Collateral Loan Documents to the contrary, Borrower and Guarantor agree to furnish the following reports to the Bank:

a. within ninety (90) days after the end of each fiscal year, financial statements (including a balance sheet and the related statements of income, cash flows and retained earnings) of the Borrower and the Guarantor for such fiscal year, together with statements in comparative form for the preceding fiscal year, all in reasonable detail, prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, unaudited but certified by an Authorized Representative of the Borrower;

b. within thirty (30) days after the end of each fiscal quarter, an updated rent roll and property operating statements for such quarter and for the period beginning on the first day of the fiscal year and ending on the last day of such quarter;

c. with the reports submitted under a and a, a certificate signed by the party certifying said reports to the effect that no Event of Default, nor any event that, upon notice or lapse of time or both, would constitute an Event of Default, exists or, if any such Event of Default or event exists, specifying the nature and extent thereof;

d. within ninety (90) days after the filing thereof, a copy of any tax return along with all supporting schedules (or any amendment thereof or supplement thereto) filed by the Borrower and Guarantor with any governmental authority;

e. promptly upon receipt thereof, copies of all other reports, management letters and other documents submitted to it by independent accountants in connection with any annual or interim audit of its books made by such accountants; and

f. as soon as practical, from time to time, such other information regarding its operations, business affairs and financial condition as the Bank may reasonably request.

In the event that (a) Borrower or Guarantor shall fail to provide any of the reports required under this Section 7 to Bank when due or (b) any report, certificate, financial statement or other instrument furnished in connection with this Third Modification or any of the other Collateral Loan Document, shall prove to be false or misleading in any material respect as of the time furnished, then Bank may, by written notice to the Borrower, declare any or all of the obligations hereunder be immediately due and payable, whereupon they shall become immediately due and payable. Any such acceleration (whether automatic or upon notice) shall be effective without presentment, demand, protest or other action of any kind, all of which are hereby expressly

Initials: _____

waived, anything contained herein or in any of the other Collateral Loan Documents to the contrary notwithstanding. Furthermore, the Bank may exercise any of its rights and remedies on default under the Collateral Loan Documents or applicable law.

8. Borrower additionally warrants and represents to Bank the following:

a. The Property is and shall remain unencumbered except for the security interests of Bank, and there presently exist no third parties in whose favor any mechanics lien rights presently exist or who, with the passage of time or recordation of any instrument shall legally be entitled to assert a lien against the Property, except for any real estate taxes not yet due and payable.

b. The individual(s) executing this Third Modification Agreement on behalf of Borrower has/have the actual, express authorization of the borrowing entity (whether a corporation, partnership, limited partnership, limited liability company, or otherwise) to enter into this Third Modification Agreement and the same is and shall be binding upon Borrower, its successors and assigns;

c. Neither the Borrower nor Guarantor is insolvent as of this date, and neither will be rendered insolvent by the execution of this Third Modification Agreement;

d. In the event that any repairs or other work have been made to or in respect of the Property within the prior twelve (12) months, all materials and labor expenses and charges related to any of the foregoing, however and whenever incurred, have been paid in full.

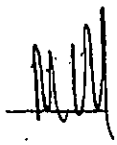
e. Immediately prior to execution of this Third Modification Agreement, Borrower is not in default with respect to any provisions of the Collateral Loan Documents, whether the same relate to monetary default provisions or non-monetary default provisions. Borrower further acknowledges that Borrower neither has nor claims any right of offset with respect to any portion of the secured indebtedness.

9. The Collateral Loan Documents may not be amended further except by way of a written document signed by Bank and Borrower.

10. Time shall be of the essence in this Third Modification Agreement.

11. Guarantor acknowledges and consents to the provisions of this Third Modification Agreement, and further acknowledges that any guaranty or suretyship agreements previously executed shall remain in full force and effect, unless and until the same shall have been released by Bank in writing and such releases shall have been delivered to the Guarantor.

12. With respect to modifications or amendments to the Collateral Loan Documents, this Third Modification Agreement contains the entire agreement of the parties, and there exist no other agreements, oral or implied, which have the effect of altering or amending the terms and conditions of the Collateral Loan Documents as the same exist immediately prior to execution of this Third Modification Agreement.

Initials: 

IN WITNESS WHEREOF, this Third Modification Agreement has been executed by the undersigned under seal as of the date first set out above.

BORROWER:

EDMONDSON CORNER SHOPPES, LLC,
a Tennessee limited liability company

By: _____
Name: Mark A. Marshall
Its: Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said County and State, Mark A. Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of EDMONDSON CORNER SHOPPES, LLC, a Tennessee limited liability company, the within named bargainor, and that he in such capacity, and on behalf of the said limited liability company, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and official seal this 21st day of August, 2013.

_____
Notary Public

My Commission Expires: 6-22-16

ANGELA V. DOBBINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

BANK:

NATIONAL BANK OF COMMERCE,
a national banking association

By: _____
Name: Robert B. Hand
Its: EVP

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Personally appeared before me, the undersigned, a notary public in and for said County and State, Robert B. Hand, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the EVP of NATIONAL BANK OF COMMERCE, a national banking association, and that he as such EVP, executed the foregoing instrument for the purpose therein contained, by signing the name of the banking association in said capacity.

Witness my hand and official seal this 23rd day of August, 2013.

_____
Notary Public

My Commission Expires: _____

BELINDA CLAY ROVI
Notary Public
State of Alabama
MY COMMISSION EXPIRES: SEPT 15, 2016

CONSENT OF GUARANTOR

Mark A. Marshall, an individual, as guarantor hereby consents to this Third Modification of Agreement and has caused this consent to be executed and delivered as of the date first set forth above.

GUARANTOR:

MARK A. MARSHALL, an individual

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said County and State, Mark Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 21st day of August, 2013.

Notary Public

My Commission Expires: 6-22-16

ANGELA V. DOBBINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

CERTIFICATE OF AUTHENTICITY

I, _____, do hereby make an 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.

_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said County and State, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that that this certification of an electronic document is true and correct and whose signature I have witnessed.

Witness my hand and official seal this ___ day of August, 2013.

_____
Notary Public

My Commission Expires: _____

EXHIBIT 2

Exhibit "A"

A certain condominium apartment in Davidson County, TN, described as Building No. 1 of Edmondson Corner Shoppes, a Condominium, a Horizontal Property Regime, located in Nashville, TN, as shown as Exhibit "B" to the Master Deed of record in Instrument No. 20030904-0128528, Register's Office for Davidson County, TN, and described in the Master Deed recorded in Instrument No. 20030904-0128528, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of Edmondson Corner Shoppes, Condominium Apartments contained in the Master Deed recorded in Instrument No. 20030904-0128528, and By-Laws appended thereto, Register's Office for Davidson County, TN, are incorporated herein by reference and made a part hereof the same as though copied herein.

Being the same property conveyed to Edmondson Corner Shoppes, LLC, by Quitclaim Deed from Edmondson Comer LLC (formerly Edmonson Corner Center, LLC), of record in Instrument No. 20040302-0023308, as corrected in Instrument No. 200807290077296, Register's Office for Davidson County, TN.

EXHIBIT 3

NOTICE OF FORECLOSURE SALE

Default having occurred under a Deed of Trust, Assignment of Rent and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") dated July 28, 2008 executed by Edmondson Corner Shoppes, LLC in favor of G. R. Archer, Jr., as trustee, and Red Mountain Bank, N.A. ("Red Mountain"), as beneficiary, of record as Instrument Number 20080729-0077297, Register's Office for Davidson County, Tennessee ("RODC"), as amended by instruments of record as Instrument Numbers 20080912-0093515, 20090428-0038383, and 20131008-0105696, RODC; and Charles B. Reasor III (the "Successor Trustee") having been duly appointed successor trustee under the Deed of Trust by an instrument of record as Instrument Number 20150120-0005580, RODC;

NOW, THEREFORE, I, Charles B. Reasor III, as successor trustee and not otherwise, acting upon the demand of National Bank of Commerce ("Beneficiary"), which is the successor-in-interest to Red Mountain under the Deed of Trust and is the lawful owner and holder of the indebtedness secured by the Deed of Trust, will on

Friday, February 20, 2015

at 11:00 a.m. (eleven o'clock in the morning) in Nashville, Tennessee, at the front door of the Davidson County Courthouse (such front door being located on the south side of the Davidson County Courthouse) which is located at 1 Public Square, Nashville, Tennessee 37201, sell at public outcry to the highest and best bidder for cash, free from all rights and equities of redemption, homestead, dower, marital share, and all other rights and exemptions, including statutory rights of redemption, expressly waived by the grantor under the Deed of Trust, the real property (the "Property") in Davidson County, Tennessee, described as follows:

> A certain condominium apartment in Davidson County, TN, described as Building No. 1 of Edmondson Corner Shoppes, a Condominium, a Horizontal Property Regime, located in Nashville, TN, as shown as Exhibit "B" to the Master Deed of record in Instrument No. 20030904-0128528, Register's Office for Davidson County, TN, and described in the Master Deed recorded in Instrument No. 20030904-0128528, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of Edmondson Corner Shoppes, Condominium Apartments contained in the Master Deed recorded in Instrument No. 20030904-0128528, and By-Laws appended thereto, Register's Office for Davidson County, TN, are incorporated herein by reference and made a part hereof the same as though copied herein.
>
> Being the same property conveyed to Edmondson Corner Shoppes, LLC, by Quitclaim Deed from Edmondson Corner LLC (formerly Edmonson Corner Center, LLC), of record in Instrument No. 20040302-0023308, as corrected in Instrument No. 200807290077296, Register's Office for Davidson County, TN.

The street address of the Property is believed to be 5511 Edmondson Pike, 101-106, Nashville, Davidson County, Tennessee, and the map and parcel numbers of the Property are believed to be 161-130A-001.00-CO. The street address of the Property is not part of the legal description of the Property. In the event of any discrepancy between the street address provided herein and the legal description provided herein, the legal description provided herein shall control. Parties interested in bidding at the sale of the Property are encouraged to investigate thoroughly the state of the title to the Property prior to the sale of the Property.

The State of Tennessee claims a lien against the Property pursuant to Tennessee Code Annotated Section 67-1-1401 *et seq.* as set forth in that Notice of State Tax Lien of record as Instrument Number 20120404-0028781, RODC. The notice required by Tennessee Code Annotated Section 67-1-1433(b)(1) has been timely given, and the sale of the Property hereunder will be subject to the right of the State of Tennessee to redeem the Property as provided in Tennessee Code Annotated Section 67-1-1433(c)(1).

The Property sold pursuant to this notice of foreclosure sale shall be sold "AS IS" without 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 or fitness for a particular purpose. Neither the Successor Trustee nor Beneficiary, nor any agent or attorney therefor makes or shall make any warranty as to the condition, quality or quantity thereof, including, but not limited to, the enforceability of any lease affecting the Property, the existence or absence of defaults under such a lease, or the effect of this foreclosure sale upon the rights of any party under such a lease.

The sale of the Property shall be subject to any and all prior liens, prior encumbrances, prior deeds of trust, easements, restrictions, building lines, unpaid real property taxes and assessments, plus penalty and interest (if any), riparian rights, and any unwaived redemptive rights (including unwaived redemptive rights of any taxing authority by reason of any tax liens), plus any and all other rights, matters, and encumbrances superior in right to the lien of the Deed of Trust.

The sale of the Property may be adjourned by the Successor Trustee and may be reset at a later time and/or date by announcement at the time and place of the originally advertised sale and without any further publication. The sale of the Property shall be conducted for cash (or credit upon the indebtedness secured by the Deed of Trust if the lawful owner and holder thereof is the successful bidder). The successful bidder, immediately after the conclusion of the bidding, shall be required to pay the Successor Trustee twenty percent (20%) of the purchase price of the Property by cashier's check or official check drawn on a bank with offices in Davidson County, Tennessee and to execute a contract for sale of real estate providing, among other things, that the closing of the sale of the Property shall occur no later than 4:00 p.m. (four o'clock in the afternoon) on Monday, February 23, 2015 at White & Reasor, PLC, 3100 West End Avenue, Suite 1100, Nashville, Tennessee 37203-1348. At the closing of the sale of the Property, the successful bidder shall be required to pay the Successor Trustee the balance of the purchase price of the Property by cashier's check or official check drawn on a bank with offices in Davidson County, Tennessee. Prior to the sale of the Property, the Successor Trustee, acting on his own

behalf or by and through one or more agents or representatives, may announce different or additional terms pursuant to which the sale of the Property shall be conducted.

Other interested parties: Mark Marshall; Edmondson Corner Shoppes Owners Association; Joseph R. Prochaska, Trustee; RREF SNV III-TN MAM, LLC; State of Tennessee; and commercial tenants of the Property under unrecorded leases.

Dated: January 23, 2015

/s/ Charles B. Reasor III

Charles B. Reasor III, as
successor trustee and not otherwise
WHITE & REASOR, PLC
One American Center, Suite 1100
3100 West End Avenue
Nashville, TN 37203-1348
Telephone: (615) 383-3345

Insertion dates: January 30, 2015, February 6, 2015, and February 13, 2015.

Newspaper for Publication: Tennessean.

EXHIBIT "C"

WRITTEN RESPONSE OF THE STATE OF TENNESSEE

REVENUE ENFORCEMENT DIVISION
STATE OF TENNESSEE
DEPARTMENT OF REVENUE
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242
January 27, 2015

Charles B. Reasor III
White & Reasor, PLC
3100 West End Ave., Suite 1100
Nashville, TN 37203-1348

Re: Foreclosure Sale of Property Owned by: Edmondson Corner Shoppes, LLC
FEIN / SSN: 005 0512985/000

Mr. Reasor,

This is in reference to your letter dated **1/23/15,** regarding the status of the Tennessee Department of Revenue's tax lien on property owned by the above-captioned taxpayer(s), pursuant to the provisions of T.C.A. § 67-1-1401 et. seq..

☐ The Tennessee Department of Revenue does not have any known liens filed against the taxpayer(s).

☒ Most recently, a lien release request was forwarded on to the Davidson County, Tennessee Register of Deeds Office. The book and page recording information has not yet been made available to this office.

☐ The most recent lien was released in book , page in the County, Tennessee Register of Deeds Office.

Please call me at (615) 253-5046 if you have any additional questions.

Jessica Larkins / md
Special Procedures Section
Revenue Enforcement Division
Tennessee Department of Revenue

SP/md