BILL GARRETT, Davidson County
Trans:T20160088729 DEEDTRS
Recvd: 10/07/16 14:28 31 pgs
Fees:158.00 Taxes:1591.00
20161007-0106515

This instrument prepared by:
J3LAW
Joseph J. Jensen
P. O. Box 2305
Franklin, Tennessee 37068-2305
Tel: 615-905-5777

Address New Owner:	Send Tax Bills To:	Map/Parcel Nos.:
Community Bank and Trust 575 South Main Street Ashland City, Tennessee 37015	Same	Map / Par. 178-00-0-042.00 and 178-00-0-043.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 30th day of September, 2016, by Joshua D. Hankins, the appointed agent of Joseph J. Jensen, Successor Trustee ("Successor Trustee").

WHEREAS, CHARLES D. FROST and wife, ESTHER L. FROST (collectively, the "Grantor") by that certain Deed of Trust dated February 14, 2006, recorded as Instrument Number 20060216-0018680, in the Register's Office for Davidson County, Tennessee (the "Deed of Trust"), as modified by that Modification of Deed of Trust dated October 14, 2010, which appears of record as Instrument Number 20101102-0087472, in said Register's Office, and further modified by that Modification of Deed of Trust dated January 19, 2015, which appears of record as Instrument Number 20150204-0010324, in said Register's Office, conveyed to Robert L. Perry, Jr., Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Community Bank and Trust (the "Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender appointed Joseph J. Jensen to serve as Successor Trustee in place of Robert L. Perry, Jr., in accordance with the terms of the Deed of Trust, by that instrument of record Instrument Number 20160620-0062216, in said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in the *The Tennessean* that the Property would be sold on July 22, 2016, at 11:00 a.m., prevailing Central Time, outside the south entrance of the Davidson County Courthouse, located at 1 Public Square, Nashville, Davidson County, Tennessee, such Notice of Successor Trustee's Sale appearing in said paper on March 23, 2016, March 30, 2016, and April 6, 2016; and

WHEREAS, the Successor Trustee further sent a copy of the Notice of Successor Trustee's Sale to Grantor, and following the appearance of the Notice of Successor Trustee's Sale in said newspaper the default was not cured; and

WHEREAS, by public announcement made on July 22, 2016, at 11:00 a.m., outside the outside the south entrance of the Davidson County Courthouse, located at 1 Public Square, Nashville, Davidson County, Tennessee, the Successor Trustee's Sale was continued to August 26, 2016, at 11:00 a.m., to be held at the same location; and

WHEREAS, by public announcement made on August 26, 2016, at 11:00 a.m., at the same location, the Successor Trustee's Sale was further continued to September 30, 2016, at 11:00 a.m., to be held at the same location; and

WHEREAS, the Joshua D. Hankins, the appointed agent of Joseph J. Jensen, Successor Trustee appeared on September 30, 2016, at 11:00 a.m. at the time, place and date specified in the Notice of Successor Trustee's Sale and offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Community Bank and Trust, at the price of Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joshua D. Hankins, the appointed agent of Joseph J. Jensen, Successor Trustee as aforesaid, in consideration of the premises and the sum of Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Community Bank and Trust, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or otherwise, (collectively, the "Property"), and more particularly described as follows, to wit:

BEING a tract or parcel of land located in the Ninth Civil District of Davidson County, Tennessee, said tract being the property conveyed to Joe E. Clifton and wife Wanda C. Clifton by deed of record in book 4764, page 152, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point located in the easterly right-of-way of Highway 96 West, said point being the northwesterly corner of property conveyed to Alton A. Coward, Jr. and wife Shirley G. Coward by deed of record in book 10627, page 633, R.O.D.C., and being the southwesterly corner of the herein described tract,

THENCE, with the easterly right-of-way line of Highway 96 West and a curve to the right 143.59 feet, said curve having a central angle of 3°42'40", a radius of 2,216.83 feet, and a chord of N 25°01'53" W, 143.56 feet to an iron rod,

THENCE continuing N 13°18'10" W, 195.00 feet to an existing concrete highway marker,

THENCE, with a curve to the right 301.61 feet, said curve having a central angle of 7°53'03", a radius of 2,191.83 feet, and a chord of N 14°12'19" W, 301.37 feet to an existing iron pin,

THENCE, N 19°46'55" W, 134.24 feet to an existing iron pin,

THENCE, N 8°47'06" W, 49.30 feet to an existing iron pin,

THENCE, N 1°57'09" E. 76.20 feet to an existing iron pin,

THENCE, leaving said right-of-way line with the southerly line of property conveyed to Fred M. Medwedeff by deed of record in book 8332, page 346, R.O.D.C., S 88°12'00" E, 1805.70 feet to a point, said point being witnessed by an existing iron pin located N 62°53'00" E, 0.54 feet therefrom,

THENCE, leaving said southerly line with the northwesterly line of the aforementioned Alter A. Coward, Jr. property S 62°53'00" W, passing an existing iron pin at 1764.44 feet, a total distance of 1769.36 feet to an iron rod and the point of beginning

Containing 790,050 square feet or 18.14 acres, the same more or less.

Prepared by:
Benny M. Cantrell
Tennessee RLS no. 1638
P. O. Box 293192
Nashville, Tennessee 37229

BEING the same property conveyed to Charles D. Frost and wife, Esther L. Frost, by deed from Joe E. Clifton and wife, Wanda C. Clifton, of record as Instrument No. 20060216-0018679, in the Register's Office for Davidson County, Tennessee.

To have and to hold the Property, free of all rights which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligence with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing. Attached hereto are copies of the notices provided to the United States pursuant to 26 U.S.C. § 7425(c)(1).

Grantee hereunder accepts title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said Property.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

/s/
Joshua D. Hankins, the appointed agent of
Joseph J. Jensen, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, a Notary Public of the State and County aforesaid, personally appeared JOSHUA D. HANKINS, 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 appointed agent of Joseph J. Jensen, Successor Trustee, and that he as such appointed agent of Joseph J. Jensen, Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as appointed agent of Joseph J. Jensen, Successor Trustee.

Witness my hand and seal, this 30th day of September, 2016.

Virginia Nicoletta
Notary Public

My commission expires: 6/12/2019

VIRGINIA NICOLETTA
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00).

/s/
JOSHUA D. HANKINS

Subscribed and sworn to before me this the 30th day of September, 2016.

Virginia Nicoletta
Notary Public

My commission expires: 6/12/2019

VIRGINIA NICOLETTA
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

J³ LAW
JOSEPH J. JENSEN ATTORNEY AT LAW

Mail To:
P. O. Box 682305
Franklin, Tennessee 37068-2305

Office Location:
106 Mission Court, Suite 903
Franklin, Tennessee 37067

Tel: 615-905-5777
Cell: 615-519-5939
e-mail: joe@j3law.com
www.j3law.com

June 27, 2016

HAND DELIVERED

INTERNAL REVENUE SERVICE
Attn: Technical Services Group Manager
MDP53
801 Broadway
Nashville, Tennessee 37203

RE: Section 7425 Notice of Sale
Charles D & Esther L Frost - ID No. xxx-xx-8546
Property Subject to Foreclosure: 9618 Highway 96, Nashville, Davidson County, Tennessee

Pertaining to: Notice of Federal Tax Lien dated December 11, 2012, bearing Serial Number 911307112

Dear Technical Services Group Manager:

This office represents Community Bank and Trust ("Lender"), which holds a *Deed of Trust* dated February 14, 2006, executed by Charles D. Frost and wife, Esther L. Frost (collectively the "Grantor"), of record as Instrument Number 20060216-0018680, in the Register's Office for Davidson County, Tennessee, securing indebtedness owed to Lender pursuant to a Promissory Note executed by Charles D. Frost and Esther L. Frost (collectively the "Borrower") in the original principal amount of $480,319.00, as modified by that *Modification of Deed of Trust* dated October 14, 2010, which appears of record as Instrument Number 20101102-0087472, in said Register's Office, and further modified by that *Modification of Deed of Trust* dated January 19, 2015, which appears of record as Instrument Number 20150204-0010324, in said Register's Office. Collectively, the above-referenced *Deed of Trust,* and the two (2) *Modifications of Deed of Trust* are referred to as the "Deed of Trust", herein. A copy of the Deed of Trust is attached hereto as **Exhibit A**.

Lender has declared Borrower in default on the repayment of the indebtedness to Lender and demand for payment has been made but such demand has not been honored. Accordingly, Lender has demanded that the property covered by the Deed of Trust, hereinafter described (the "Property"), be advertised and sold in satisfaction of said indebtedness and the costs of foreclosure.

It is my understanding that the Internal Revenue Service has filed a Notice of Federal Tax Lien against Charles D & Esther L Frosts' interest in certain real property. Therefore, this Notice of Sale is being submitted to you pursuant to Section 7425 of the Internal Revenue Code of 1986, as amended,

with the following information:

1. This Notice of Sale is submitted by Joseph J. Jensen, J3LAW, P. O. Box 682305, Franklin, Tennessee, 37068-2305, on behalf of Lender.

2. The Nashville, Tennessee office of the Internal Revenue Service filed a Notice of Federal Tax Lien dated December 11, 2012, bearing Serial Number 911307112, recorded on December 17, 2012, as Instrument Number 20121217-0115651, in the Register's Office for Davidson County, Tennessee, in the total amount of $502,438.97 (the "Federal Tax Lien"). The address of Robert E. Bell, as shown on the Federal Tax Lien, is 1621 Old Hickory Blvd., Brentwood, TN, 37027-4020.

A copy of the Federal Tax Lien is enclosed for your reference as **Exhibit B**.

3. The property potentially affected by this Notice of Sale is believed to be located at 9618 Highway 96, Nashville, Davidson County, Tennessee (the "Property"). The Property is more particularly described as follows;

BEING a tract or parcel of land located in the Ninth Civil District of Davidson County, Tennessee, said tract being the property conveyed to Joe E. Clifton and wife Wanda C. Clifton by deed of record in book 4764, page 152, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point located in the easterly right-of-way of Highway 96 West, said point being the northwesterly corner of property conveyed to Alton A. Coward, Jr. and wife Shirley G. Coward by deed of record in book 10627, page 633, R.O.D.C., and being the southwesterly corner of the herein described tract,

THENCE, with the easterly right-of-way line of Highway 96 West and a curve to the right 143.59 feet, said curve having a central angle of 3°42'40", a radius of 2,216.83 feet, and a chord of N 25°01'53" W, 143.56 feet to an iron rod,

THENCE continuing N 13°18'10" W, 195.00 feet to an existing concrete highway marker,

THENCE, with a curve to the right 301.61 feet, said curve having a central angle of 7°53'03", a radius of 2,191.83 feet, and a chord of N 14°12'19" W, 301.37 feet to an existing iron pin,

THENCE, N 19°46'55" W, 134.24 feet to an existing iron pin,

THENCE, N 8°47'06" W, 49.30 feet to an existing iron pin,

THENCE, N 1°57'09" E. 76.20 feet to an existing iron pin,

THENCE, leaving said right-of-way line with the southerly line of property conveyed to Fred M. Medwedeff by deed of record in book 8332, page 346, R.O.D.C., S 88°12'00" E, 1805.70 feet to a point, said point being witnessed by an existing iron pin located N 62°53'00" E, 0.54 feet therefrom,

THENCE, leaving said southerly line with the northwesterly line of the aforementioned Alter A. Coward, Jr. property S 62°53'00" W, passing an existing iron pin at 1764.44 feet, a total distance of 1769.36 feet to an iron rod and the point of beginning

Containing 790,050 square feet or 18.14 acres, the same more or less.

Prepared by:
Benny M. Cantrell
Tennessee RLS no. 1638
P. O. Box 293192
Nashville, Tennessee 37229

BEING the same property conveyed to Charles D. Frost and wife, Esther L. Frost, by deed from Joe E. Clifton and wife, Wanda C. Clifton, of record as Instrument No. 20060216-0018679, in the Register's Office for Davidson County, Tennessee.

4. The Property will be sold at public auction for cash on **Friday, July 22, 2016, at 11:00 a.m.,** prevailing Central Time, outside the south side entrance of the Davidson County Courthouse, located at 1 Public Square, Nashville, Davidson County, Tennessee. Attached hereto as **Exhibit C** is a copy of the Notice of Successor Trustee's Sale.

5. The approximate amount of principal indebtedness owed to Community Bank and Trust is **$420,498.82,** with accrued interest in the amount of **$4,494.80**, and late charges in the amount of **$3,971.49** as of June 27, 2016. The per diem rate of interest for every day after that date is **$66.10**. Accordingly, the total indebtedness secured by the Deed of Trust as of June 27, 2016, is approximately **$428,965.11**, and as of July 22, 2016, will be approximately **$430,617.61,** plus the expenses and attorney fees incurred in connection with this foreclosure. It is anticipated that the costs and expenses of this foreclosure will be approximately $4,000.00.

6. The Property herein described is subject to the following:

a. Any and all unpaid ad valorem taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

b. Any and all unpaid ad valorem taxes payable to City of Nashville, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

c. Deed of Trust executed by Charles D. Frost and wife, Esther L. Frost, to Robert L. Perry, Jr., Trustee, dated February 14, 2006, of record as Instrument No. 20060216-0018680, said Register's Office, to secure to Community Bank & Trust Company of Cheatham County an indebtedness in the amount of $480,319.00, and any other sums which may be and become payable under the terms thereof, including, but not limited to, principal, interest and service fees, as modified by that certain Modification of Deed of Trust dated October 14, 2010, of record as Instrument No. 20101102-0087472, said

Register's Office, as further modified by that certain Modification of Deed of Trust dated January 29, 2015, of record as Instrument No. 20150204-0010324, said Register's Office. (See instrument(s) for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby.)

d. Notice of Federal Tax Lien dated December 11, 2012, of record as Instrument No. 20121217-0115651, said Register's Office, filed by the Department of the Treasury – Internal Revenue Service, naming Charles D & Esther L Frost, 1621 Old Hickory Blvd, Brentwood, TN 37027-4020, as taxpayer.

e. Order Granting Plaintiff's Motion for Summary Judgment dated September 29, 2014, of record as Instrument No. 20150312-0021433, said Register's Office, filed in the matter of Bank of America, N.A. v. Esther L. Frost, Case No. 42106, in the Chancery Court for Williamson County, Tennessee.

f. Order Granting Bank of America, N.A.'s Application for Award of Attorneys' Fees and Expenses dated February 23, 2015, of record as Instrument No. 20150312-0021435, said Register's Office, filed in the matter of Bank of America, N.A. v. Esther L. Frost, Case No. 42106, in the Chancery Court for Williamson County, Tennessee.

g. Stormwater Detention Agreement of record as Instrument No. 20070430-0050707, said Register's Office.

h. Any unprobated wills, conveyances by any incompetent party, any undisclosed heirs, and confusion with regard to the name of proper identity of parties, not shown of record.

i. Lease and rental contracts not shown of record.

j. Title to that portion of the Property embraced within the bounds of any street, roads or highways.

k. Liens, encumbrances, or claims thereof, which are not shown by the public record.

l. All other easements and restrictions of record in said Register's Office.

m. Matters which an accurate survey of the Property might disclose.

Please accept this letter as the twenty-five (25) day Notice of Sale required by Section 7425 of the Internal Revenue Code of 1986, as amended, which notice must be given to the Secretary of the Treasury or his delegate. Please advise me immediately of any deficiency or inadequacy in this notice or if you need additional information.

Sincerely,

Joseph J. Jensen

Enclosures

PERSONAL SERVICE ACCEPTED:

By: Amanda Jane Eftine

Date: June 27, 2016

INTERNAL REVENUE SERVICE
ADVISORY
NASHVILLE, TN 37203-3811

JUN 27 2016

RECEIVED
TIME

EXHIBIT A

DEED OF TRUST AND MODIFICATIONS

The maximum principal indebtedness for Tennessee recording tax purposes is $480,319.00

This instrument prepared by:

Closing & Title Services, Inc.
533 Rivergate Parkway
Goodlettsville, TN 37072

Davidson County DOT
Recvd: 02/16/06 08:49 5 pg:
Fees:28.00 Taxes:550.07

[redacted]

20060216-0018680

DEED OF TRUST

DEED OF TRUST is made this 14th day of February, 2006, among the Grantor, CHARLES D. FROST AND WIFE, ESTHER L. FROST, (herein "Borrower"), and Robert L. Perry, Jr., whose address is 102 Frey Street, Ashland City, TN 37015, (herein "Trustee"), and the Beneficiary, Community Bank & Trust Company of Cheatham County, whose address is 501 South Main Street, Ashland City, TN 37015, (herein "Lender").

BORROWER, in consideration of One ($1.00) Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, and in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property in the County of Davidson, State of Tennessee:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

This is improved property known as: 9618 NEW HIGHWAY 96, NASHVILLE, TN 37221

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of

FOUR HUNDRED EIGHTY THOUSAND THREE HUNDRED NINETEEN AND NO/100 DOLLARS ($480,319.00), together with interest, and according to the terms more accurately set forth in said note, having a final maturity date of February 13, 2007; all payments applied first to interest, then to principal , pursuant to those other terms more accurately set forth in said note;

and to secure any renewals, extensions, or modifications thereof; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property and that Borrower will warrant and defend generally the title to the property against all claims and demands, and that the Property is unencumbered, except as herein recited.

The Borrower further covenants and agrees with the Lender as follows:

1. To pay the Lender, when due, the debt secured hereby, in accordance with the terms thereof.

2. To pay when due all taxes, liens, judgments, or assessments which now encumber or which may be lawfully assessed or levied against the property described herein.

3. To use the proceeds of the loan secured hereby solely for the purpose set forth in Borrower's application for said loan.

4. To insure and keep insured the buildings and improvements on said premises against hazards covered by extended coverage insurance in companies satisfactory to Lender in an amount not less than the amount to fully insure Lender's maximum indebtedness herein or such amount as Lender may require. All policies evidencing such insurance shall have attached thereto standard mortgage clause making such insurance payable to the lender, as its interest may appear. Said policies or good and sufficient evidence of same at the demand of the Lender shall be deposited with it no later than the execution date of this instrument and policy renewals or good and sufficient evidence of same no later than ten (10) days before the end of the coverage term. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is

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economically feasible of if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower or if Borrower fails to respond to Lender within thirty (30) days after notice by Lender to Borrower that the insurance carrier offers to settle as claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sum secured by this Deed of Trust.

5. To keep all buildings and improvements now or hereafter on the above described premises in good repair, to maintain and work the above granted premises in good and workmanlike manner, not to remove or demolish, or permit the removal or demolition of any said buildings or improvements, not to cut or remove or permit the cutting or removal of wood, timber or minerals from said premises, or willfully or by neglect permit any unreasonable depreciation of the above described premises and property.

6. To pay all expenses incurred by the Lender or the Trustee in securing the original or supplemental abstracts of title and in the event of any litigation involving the security herein or to collect the amount due in case of default, to pay any and all Court costs, expenses and attorney's fees; and any such costs, expenses or fees incurred or paid by the Lender or the Trustee, shall become part of the debt secured hereby, and bear interest from date of payment.

7. Borrower will neither sell, convey, lease, or otherwise assign or dispose of any of the property described herein nor assign any of Borrower's rights and/or liabilities and duties arising out of this instrument or note which is incorporated herein without the prior written consent of the Lender. Any assumption of the existing indebtedness, if permitted by the Lender, shall require the written consent of the Lender and the signature of the assuming parties on the note.

8. In the event the Borrower fails to pay when due any taxes, judgments or assessments lawfully assessed against the property herein mortgaged, fails to maintain insurance and provide evidence of the same as required by Paragraph 4 above, fails to pay for supplemental abstracts of title, attorney's fees, all Court costs and expenses as herein above provided, or if action or proceeding is commenced which materially affects the Lender's interest in the property, including, but not limited to, eminent domain, insolvency, Code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Lender at Lender's option may make such appearances, disburse such funds and take such action as is necessary to protect Lender's interest, including, but not limited to disbursement of reasonable attorney's fees and entry upon the property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or do any act hereunder.

9. Lender may make or cause to be made reasonable entries upon and inspections of the property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the property.

10. To further secure the payment of said note(s), the Borrower hereby specifically assigns to the Lender all rents, royalties, revenues, damages and payments of every kind at any time accruing under or becoming payable on account of any and all oil, gas, mining and mineral leases, rights or privileges of any kind now existing or any part thereof, or that may hereafter come into existence, covering the above described lands, or an account of any condemnation proceedings or other seizure of all or part of the premises described herein, under the right of eminent domain or otherwise, whether said eminent domain proceedings or the taking of the property occurs prior or subsequent to the execution of this Deed of Trust and the Lender at its option, may collect and receive the same as the same becomes due and payable, and all moneys received by the Lender by reason of this assignment may be applied at the option of the Lender upon any unpaid amounts of principal or interest, whether or not the same shall be due and payable, provided that nothing herein shall be construed as a waiver of the priority of the lien of this Deed of Trust over any such easement or rights granted subsequent to the date of this Deed of Trust.

11. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest.

12. If the Borrower fails to comply with the conditions or covenants of this Deed of Trust or with any provisions of said Deed of Trust Note(s) or any renewal or extension thereof to cover the original note(s) or subsequent advances, then, or at any time thereafter during the continuance of any such default, the whole amount of the unpaid principal sum, together with all interest due and accrued upon the same, together with all other payments herein agreed to

be made, shall at the option of the Lender become due and payable immediately, without demand or notice, notice of such default or of the exercise of such option being hereby expressly waived, and such entire indebtedness shall forthwith become due and payable and bear interest at the highest rate authorized by law, and together with such interest, may be immediately collected by suit to enforce the same and the Lender shall have the right to immediately foreclose this Deed of Trust by judicial proceedings or by the Trustee as hereinafter provided. Should there be such a default then the Trustee is hereby authorized and empowered to take possession of the above described property and before or after entry, to advertise for sale according to law and sell the same at the Courthouse door of the County within which any part of said real estate is situated. Said notice of sale shall be published once a week for three (3) consecutive weeks in some newspaper published in said County, or as otherwise provided by law, and shall give the place, time and terms of sale, and said sale shall be at the time and place named in said notice, at public auction to the highest bidder for cash free from the equity of redemption, homestead, dower and curtesy, all of which are expressly waived. The Borrower for himself, his heirs, devisees, executors, administrators, successors and assigns expressly covenant and agree that the land shall, at the option of the Trustee, be sold as a whole and not in parcels, and any right or privilege conferred upon the Borrower or owner of the encumbered land by any statute to have a sale in parcels is hereby expressly waived. In the event of sale as herein provided, the Trustee is hereby empowered to convey said land to the purchaser.

13. The Borrower further agrees that in case of sale hereunder he will at once become and be the tenant at will of the purchaser and will surrender possession thereof on demand. If such possession is not given, then the Borrower may be removed by forcible and unlawful detainer action to which defense will not be made, but from and after any such default, the rents, issues and profits shall be due and payable to the Trustee or Beneficiary, if either shall make demand for same.

14. Lender, at Lender's option, may from time to time remove Trustee and appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded in the County in which this Deed of Trust is recorded. Without conveyance of the property, the Successor Trustee shall succeed to all the title, the power and duties conferred upon the Trustee herein and by applicable law.

15. The Lender may bid and become the purchaser at any sale under this Deed of Trust.

16. The proceeds of any sale under this Deed of Trust shall be applied as follows:

FIRST: To pay the expense of making, maintaining and executing this Trust, and protecting this property, including reasonable attorney's fees and a commission of five (5%) per centum to the Trustee for compensation.

SECOND: To pay the debts and obligations herein secured or intended to be.

THIRD: To pay the surplus, if any, to the person or persons legally entitled thereto.

17. **Waiver of Homestead, Dower, Curtesy and Redemption.** Borrower waives all rights of homestead exemption in and equitable and statutory redemption of the Property and Borrower hereby relinquishes all rights of dower and curtesy in the property.

18. Time is of the essence of this contract and no omission of the Lender to exercise said option upon any default as aforesaid or to exercise any other option or right hereunder shall preclude the Lender from the exercise thereof at any subsequent time or for any subsequent default, option or right.

19. The Borrower agrees that wherever in this Deed of Trust either Borrower, Lender or Trustee is named or referred to, such naming shall include all the class and assigns, heirs, devisees, personal representatives, guarantor, successors in office or substitutes of either, as the case may be, and that the pronoun as used herein in the third person singular, shall and does include the person, number and gender appropriate to the first designation of the parties. The term Lender shall include any owner and holder of the secured indebtedness.

20. Should the premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or in any manner, Lender shall be entitled to all compensation, awards, and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, award, damages and rights or action are hereby assigned to Lender, who may after deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it or applied the same on any indebtedness secured hereby. Grantor agrees to execute such further assignment of any compensation, award, damage, and rights of action as Lender or Trustee may require.

21. At any time or from time to time without liability therefor and without notice, and without affecting the personal liability of any person for the indebtedness secured hereby and without releasing the interest of any party joining in this Deed of Trust, Lender may release or cause to be released any part of said premises, or join in granting any easement or creating any restriction thereon.

22. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

IN WITNESS WHEREOF, BORROWER has executed this Deed of Trust upon the day and date first above written.

CHARLES D. FROST

ESTHER L. FROST

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, CHARLES D. FROST AND WIFE, ESTHER L. FROST, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 14th day of February, 2006.

My commission expires: 2-10-08

NOTARY PUBLIC

LARRY D. CRAIG
NOTARY PUBLIC AT LARGE
CHEATHAM COUNTY, TENN.
My Commission Expires FEB. 10, 2008

EXHBIIT "A" TO DEED OF TRUST

SURVEYOR'S DESCRIPTION
Joe E. Clifton Property
9618 Hwy 96 West

Being a tract or parcel of land located in the Ninth Civil District of Davidson County, Tennessee, said tract being the property conveyed to Joe E. Clifton and wife Wanda C. Clifton by deed of record in book 4764, page 152, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point located in the easterly right-of-way of Highway 96 West, said point being the northwesterly corner of property conveyed to Alton A. Coward, Jr. and wife Shirley G. Coward by deed of record in book 10627, page 633, R.O.D.C., and being the southwesterly corner of the herein described tract,

THENCE, with the easterly right-of-way line of Highway 96 West and a curve to the right 143.59 feet, said curve having a central angle of 3°42'40", a radius of 2,216.83 feet, and a chord of N 25°01'53" W, 143.56 feet to an iron rod,

THENCE, continuing N 13°18'10" W, 195.00 feet to an existing concrete highway marker,

THENCE, with a curve to the right 301.61 feet, said curve having a central angle of 7°53'03", a radius of 2,191.83 feet, and a chord of N 14°12'19" W, 301.37 feet to an existing iron pin,

THENCE, N 19°46'55" W, 134.24 feet to an existing iron pin,

THENCE, N 8°47'06" W, 49.30 feet to an existing iron pin,

THENCE, N 1°57'09" E. 76.20 feet to an existing iron pin,

THENCE, leaving said right-of-way line with the southerly line of property conveyed to Fred M. Medwedeff by deed of record in book 8332, page 346, R.O.D.C., S 88°12'00" E, 1805.70 feet to a point, said point being witnessed by an existing iron pin located N 62°53'00" E, 0.54 feet therefrom,

THENCE, leaving said southerly line with the northwesterly line of the aforementioned Alton A. Coward, Jr. property S 62°53'00" W, passing an existing iron pin at 1764.44 feet, a total distance of 1769.36 feet to an iron rod and the point of beginning.

Containing 790,050 square feet or 18.14 acres, the same more or less.

Prepared by:
Benny M. Cantrell
Tennessee RLS no.1638
P. O. Box 293192
Nashville, TN 37229

BEING the same property conveyed to CHARLES D. FROST AND WIFE, ESTHER L. FROST by deed of record in Instrument No. 20060216-0018679 Register's Office for Davidson County, Tennessee

8210126S

RECORDATION REQUESTED BY:
Community Bank and Trust
Pegram
P O Box 127
704 Hwy 70
Pegram, TN 37143

BILL GARRETT, Davidson County
Trans:T2010060089269 COTMODAGR
Rcvd: 11/02/10 08:29 4 pgs
Fees:22.00 Taxes:0.00
[redacted]
20101102--0087472

WHEN RECORDED MAIL TO:
Community Bank and Trust
Pegram
P O Box 127
704 Hwy 70
Pegram, TN 37143

SEND TAX NOTICES TO:
CHARLES DAVID FROST
ESTHER LOUISE FROST
8200 HWY 100
NASHVILLE, TN 37221

OWNER:
CHARLES DAVID FROST
ESTHER LOUISE FROST
8200 HWY 100
NASHVILLE, TN 37221

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Name: Faye Caldwell, Vice President
Company: Community Bank and Trust
Address: P O Box 127
City, State, ZIP: Pegram, TN 37143

MODIFICATION OF DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $0.00

THIS MODIFICATION OF DEED OF TRUST dated October 14, 2010, is made and executed between CHARLES DAVID FROST and ESTHER LOUISE FROST, whose address is 8200 HWY 100, NASHVILLE, TN 37221 ("Grantor") and Community Bank and Trust , whose address is Pegram , P O Box 127, 704 Hwy 70, Pegram, TN 37143 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 14, 2006 (the "Deed of Trust") which has been recorded in DAVIDSON County, State of Tennessee, as follows:

RECORDED FEBRUARY 16, 2006 REGISTER'S OFFICE DAVIDSON CO TN #20060216-0018680.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DAVIDSON County, State of Tennessee:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9618 HWY 96, NASHVILLE, TN 37221.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

CHANGE RATE TO 5.645. EXTEND MATURITY TO OCTOBER 14, 2012. .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including

accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 14, 2010.

GRANTOR:

X Charles David Frost
CHARLES DAVID FROST

X Esther Louise Frost
ESTHER LOUISE FROST

LENDER:

COMMUNITY BANK AND TRUST

X
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN)
) SS
COUNTY OF Cheatham)

Personally appeared before me, Lori Healey, a Notary Public in and for said State and County, **CHARLES DAVID FROST and ESTHER LOUISE FROST**, the within-named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 14 **day of** October, 20 10.

My Commission Expires: 5-20-14

Notary Public

LORI M. HEALEY
STATE OF TENNESSEE NOTARY PUBLIC
CHEATHAM COUNTY, TENN.

LENDER ACKNOWLEDGMENT

STATE OF TN)
) SS
COUNTY OF Cheatham)

Before me, Diana Pack, a Notary Public in and for the State and County aforesaid, personally appeared Lori Heater with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the VP of **Community Bank and Trust**, the within-named bargainor, a corporation, and that he or she as such VP, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such VP.

WITNESS my hand and seal at office, on the 14 **day of** October, 20 10.

Diana K. Pack
Notary Public

My Commission Expires: 3-11-14

LASER PRO Lending, Ver. 5.53.10.003 Copr. Harland Financial Solutions, Inc. 1997, 2010. All Rights Reserved. - TN
C:\CFI\LPL\G202.FC TR-16529 PR-2

EXHBIIT "A" TO DEED OF TRUST

SURVEYOR'S DESCRIPTION
Joe E. Clifton Property
9618 Hwy 96 West

Being a tract or parcel of land located in the Ninth Civil District of Davidson County, Tennessee, said tract being the property conveyed to Joe E. Clifton and wife Wanda C. Clifton by deed of record in book 4764, page 152, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point located in the easterly right-of-way of Highway 96 West, said point being the northwesterly corner of property conveyed to Alton A. Coward, Jr. and wife Shirley G. Coward by deed of record in book 10627, page 633, R.O.D.C., and being the southwesterly corner of the herein described tract,

THENCE, with the easterly right-of-way line of Highway 96 West and a curve to the right 143.59 feet, said curve having a central angle of 3°42'40", a radius of 2,216.83 feet, and a chord of N 25°01'53" W, 143.56 feet to an iron rod,

THENCE, continuing N 13°18'10" W, 195.00 feet to an existing concrete highway marker,

THENCE, with a curve to the right 301.61 feet, said curve having a central angle of 7°53'03", a radius of 2,191.83 feet, and a chord of N 14°12'19" W, 301.37 feet to an existing iron pin,

THENCE, N 19°46'55" W, 134.24 feet to an existing iron pin,

THENCE, N 8°47'06" W, 49.30 feet to an existing iron pin,

THENCE, N 1°57'09" E. 76.20 feet to an existing iron pin,

THENCE, leaving said right-of-way line with the southerly line of property conveyed to Fred M. Medwedeff by deed of record in book 8332, page 346, R.O.D.C., S 88°12'00" E, 1805.70 feet to a point, said point being witnessed by an existing iron pin located N 62°53'00" E, 0.54 feet therefrom,

THENCE, leaving said southerly line with the northwesterly line of the aforementioned Alton A. Coward, Jr. property S 62°53'00" W, passing an existing iron pin at 1764.44 feet, a total distance of 1769.36 feet to an iron rod and the point of beginning.

Containing 790,050 square feet or 18.14 acres, the same more or less.

Prepared by:
Benny M. Cantrell
Tennessee RLS no.1638
P. O. Box 293192
Nashville, TN 37229

BEING the same property conveyed to CHARLES D. FROST AND WIFE, ESTHER L. FROST by deed of record in Instrument No. 20060216.0018679 Register's Office for Davidson County, Tennessee

8210126S

BILL GARRETT, Davidson County
Trans:T20150008689 DOTMODAGR
Recvd: 02/04/15 08:59 4 pgs
Fees:22.00 Taxes:0.00

[redacted]

20150204-0010324

RECORDATION REQUESTED BY:
Community Bank and Trust
Pegram
P O Box 127
704 Hwy 70
Pegram, TN 37143

WHEN RECORDED MAIL TO:
Community Bank and Trust
Pegram
P O Box 127
704 Hwy 70
Pegram, TN 37143

SEND TAX NOTICES TO:
CHARLES D FROST
ESTHER L FROST
~~1620 OLD HICKORY BLVD~~ 8200 Hwy 100
~~BRENTWOOD, TN 37027~~ NASHVILLE TN 37221

OWNER:
CHARLES D FROST
ESTHER L FROST
1620 OLD HICKORY BLVD
BRENTWOOD, TN 37027

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Name: Faye Caldwell, Vice President
Company: Community Bank and Trust
Address: P O Box 127
City, State, ZIP: Pegram, TN 37143

MODIFICATION OF DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $0.00

THIS MODIFICATION OF DEED OF TRUST dated January 29, 2015, is made and executed between CHALES D FROST and ESTHER L FROST; as husband and wife ("Grantor") and Community Bank and Trust , whose address is Pegram , P O Box 127, 704 Hwy 70, Pegram, TN 37143 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 14, 2006 (the "Deed of Trust") which has been recorded in DAVIDSON County, State of Tennessee, as follows:

RECORDED 2/16/2006 DAVIDSON CO REGISTER OF DEEDS NASHVILLE, TN AT 20060216-0018680.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DAVIDSON County, State of Tennessee:

See EXH "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9618 OLD HWY 96, NASHVILLE, TN 37221.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

EXTEND MATURITY 01/14/2018.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust

does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 29, 2015.

GRANTOR:

X Charles D Frost
CHARLES D FROST

X Esther L Frost
ESTHER L FROST

LENDER:

COMMUNITY BANK AND TRUST

X
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN)
) SS
COUNTY OF Chatham)

Personally appeared before me, Lori Healey, a Notary Public in and for said State and County, **CHARLES D FROST** and **ESTHER L FROST**, as husband and wife, the within-named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained

WITNESS my hand and seal at office, on the 29 day of January, 20 15.

My Commission Expires: 4-23-18

Notary Public

LORI M. HEALEY
NOTARY PUBLIC
STATE OF TENNESSEE
CHATHAM COUNTY, TENN.

LENDER ACKNOWLEDGMENT

STATE OF TN)
) SS
COUNTY OF Cheatham)

Before me, Vicky Porter, a Notary Public in and for the State and County aforesaid, personally appeared Lori Healy with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the Vice President of **Community Bank and Trust**, the within-named bargainor, a corporation, and that he or she as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as such Vice President.

WITNESS my hand and seal at office, on the 29 **day of** January, 2015.

My Commission Expires: 11/17/2015

Notary Public

VICKY L. PORTER
STATE
TENNESSEE
NOTARY
PUBLIC
CHEATHAM COUNTY, TENN.

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EXHIBIT "A" TO DEED OF TRUST

SURVEYOR'S DESCRIPTION
Joe E. Clifton Property
9618 Hwy 96 West

Being a tract or parcel of land located in the Ninth Civil District of Davidson County, Tennessee, said tract being the property conveyed to Joe E. Clifton and wife Wanda C. Clifton by deed of record in book 4764, page 152, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point located in the easterly right-of-way of Highway 96 West, said point being the northwesterly corner of property conveyed to Alton A. Coward, Jr. and wife Shirley G. Coward by deed of record in book 10627, page 633, R.O.D.C., and being the southwesterly corner of the herein described tract,

THENCE, with the easterly right-of-way line of Highway 96 West and a curve to the right 143.59 feet, said curve having a central angle of 3°42'40", a radius of 2,216.83 feet, and a chord of N 25°01'53" W, 143.56 feet to an iron rod,

THENCE, continuing N 13°18'10" W, 195.00 feet to an existing concrete highway marker,

THENCE, with a curve to the right 301.61 feet, said curve having a central angle of 7°53'03", a radius of 2,191.83 feet, and a chord of N 14°12'19" W, 301.37 feet to an existing iron pin,

THENCE, N 19°46'55" W, 134.24 feet to an existing iron pin,

THENCE, N 8°47'06" W, 49.30 feet to an existing iron pin,

THENCE, N 1°57'09" E. 76.20 feet to an existing iron pin,

THENCE, leaving said right-of-way line with the southerly line of property conveyed to Fred M. Medwedeff by deed of record in book 8332, page 346, R.O.D.C., S 88°12'00" E, 1805.70 feet to a point, said point being witnessed by an existing iron pin located N 62°53'00" E, 0.54 feet therefrom,

THENCE, leaving said southerly line with the northwesterly line of the aforementioned Alton A. Coward, Jr. property S 62°53'00" W, passing an existing iron pin at 1764.44 feet, a total distance of 1769.36 feet to an iron rod and the point of beginning.

Containing 790,050 square feet or 18.14 acres, the same more or less.

Prepared by:
Benny M. Cantrell
Tennessee RLS no.1638
P. O. Box 293192
Nashville, TN 37229

BEING the same property conveyed to CHARLES D. FROST AND WIFE, ESTHER L. FROST by deed of record in Instrument No. 20060216-0018679 Register's Office for Davidson County, Tennessee

EXHIBIT B

FEDERAL TAX LIEN

3595

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

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

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

Serial Number
911307112

For Optional Use by Recording Office

BILL GARRETT, Davidson County
Trans:T20120096034 LIENFTL
Recvd: 12/17/12 08:22 1 pgs
Fees:12.00 Taxes:0.00
[redacted]
20121217-0115651

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

Name of Taxpayer CHARLES D & ESTHER L FROST

Residence 1621 OLD HICKORY BLVD
BRENTWOOD, TN 37027-4020

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2005	XXX-XX-8546	11/20/2006	12/20/2016	
1040	12/31/2005	XXX-XX-8546	08/06/2012	09/05/2022	47599.76
1040	12/31/2006	XXX-XX-8546	11/12/2007	12/12/2017	
1040	12/31/2006	XXX-XX-8546	08/06/2012	09/05/2022	123038.49
1040	12/31/2007	XXX-XX-8546	01/04/2010	02/03/2020	331800.72

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

Total $ 502438.97

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

the 11th day of December, 2012.

Signature
for LINDA K ROSE

Title
REVENUE OFFICER
(615) 250-5384

25-06-2264

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

Part 1 - Kept By Recording Office

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

EXHIBIT C

NOTICE OF SUCCESSOR TRUSTEE'S SALE

NOTICE OF SUCCESSOR TRUSTEE'S SALE

WHEREAS, CHARLES D. FROST and wife, ESTHER L. FROST (collectively, the "Grantor") by that certain Deed of Trust dated February 14, 2006, recorded as Instrument Number 20060216-0018680, in the Register's Office for Davidson County, Tennessee (the "Deed of Trust"), as modified by that Modification of Deed of Trust dated October 14, 2010, which appears of record as Instrument Number 20101102-0087472, in said Register's Office, and further modified by that Modification of Deed of Trust dated January 19, 2015, which appears of record as Instrument Number 20150204-0010324, in said Register's Office, conveyed to Robert L. Perry, Jr., as Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"). The Deed of Trust and the Indebtedness secured thereby is presently held and owned by Community Bank and Trust (the "Lender"); and

WHEREAS, default has occurred by Grantor's failure to comply with the terms and conditions of the Deed of Trust, and the Indebtedness has been declared due and payable as provided in the Deed of Trust, and the Indebtedness has not been paid; and

WHEREAS, Lender has demanded that the Property be advertised and sold in satisfaction of the Indebtedness and the costs of foreclosure in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Joseph J. Jensen, has been duly appointed as Successor Trustee in the place and stead of Robert L. Perry, Jr., said appointment being of record as Instrument Number 20160620-0062216, in said Register's Office.

NOW, THEREFORE, notice is hereby given that I, Joseph J. Jensen, or my agent, Successor Trustee, pursuant to the power, duty and authority vested in and imposed upon me in the Deed of Trust, will on **Friday, July 22, 2016, at 11:00 a.m.,** prevailing Central Time, outside the south entrance of the Davidson County Courthouse, located at 1 Public Square, Nashville, Davidson County, Tennessee, offer for sale to the highest and best bidder for immediately available funds, free from all rights, which Grantor waived in the Deed of Trust, the real property situated in Davidson County, Tennessee, described as follows, together with any and all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property, and any or all fixtures and improvements now or hereafter attached to the property (collectively, the "Property"):

BEING a tract or parcel of land located in the Ninth Civil District of Davidson County, Tennessee, said tract being the property conveyed to Joe E. Clifton and wife Wanda C. Clifton by deed of record in book 4764, page 152, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point located in the easterly right-of-way of Highway 96 West, said point being the northwesterly corner of property conveyed to Alton A. Coward, Jr. and wife Shirley G. Coward by deed of record in book 10627, page 633, R.O.D.C., and being the southwesterly corner of the herein described tract,

THENCE, with the easterly right-of-way line of Highway 96 West and a curve to the right 143.59 feet, said curve having a central angle of 3°42'40", a radius of 2,216.83 feet, and a chord of N 25°01'53" W, 143.56 feet to an iron rod,

THENCE continuing N 13°18'10" W, 195.00 feet to an existing concrete highway marker,

THENCE, with a curve to the right 301.61 feet, said curve having a central angle of 7°53'03", a radius of 2,191.83 feet, and a chord of N 14°12'19" W, 301.37 feet to an existing iron pin,

THENCE, N 19°46'55" W, 134.24 feet to an existing iron pin,

THENCE, N 8°47'06" W, 49.30 feet to an existing iron pin,

THENCE, N 1°57'09" E. 76.20 feet to an existing iron pin,

THENCE, leaving said right-of-way line with the southerly line of property conveyed to Fred M. Medwedeff by deed of record in book 8332, page 346, R.O.D.C., S 88°12'00" E, 1805.70 feet to a point, said point being witnessed by an existing iron pin located N 62°53'00" E, 0.54 feet therefrom,

THENCE, leaving said southerly line with the northwesterly line of the aforementioned Alter A. Coward, Jr. property S 62°53'00" W, passing an existing iron pin at 1764.44 feet, a total distance of 1769.36 feet to an iron rod and the point of beginning

Containing 790,050 square feet or 18.14 acres, the same more or less.

Prepared by:
Benny M. Cantrell
Tennessee RLS no. 1638
P. O. Box 293192
Nashville, Tennessee 37229

BEING the same property conveyed to Charles D. Frost and wife, Esther L. Frost, by deed from Joe E. Clifton and wife, Wanda C. Clifton, of record as Instrument No. 20060216-0018679, in the Register's Office for Davidson County, Tennessee.

The full legal description of the Property can be found in the Deed of Trust dated February 14, 2006, recorded as Instrument Number 20060216-0018680, in the Register's Office for Davidson County, Tennessee. The street address of the Property is believed to be 9618 Highway 96, Nashville, Davidson County, Tennessee, but such address is not part of the legal description. The Map and Parcel numbers of the Property is believed to be 178-00-0-042.00 and 178-00-0-043.00, but such Map and Parcel numbers are not part of the legal description. In the event of any discrepancy, the legal description in the Deed of Trust shall control.

A review of the records at said Register's Office disclosed that the Property may be subject to certain matters set forth below and that the persons named below may be interested parties, along with the persons named in the first paragraph of this Notice of Successor Trustee's Sale:

1. Any and all unpaid ad valorem taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Any and all unpaid ad valorem taxes payable to City of Nashville, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

3. Any discrepancies, conflicts, easements, boundary line disputes, any shortages in area, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the Property.

4. Rights and claims of parties in possession.

5. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.

6. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the Property or by making inquiry of person(s) in possession thereof.

7. Liens, encumbrances, or claims thereof, which are not shown by the public record.

8. Deed of Trust executed by Charles D. Frost and wife, Esther L. Frost, to Robert L. Perry, Jr., Trustee, dated February 14, 2006, of record as Instrument No. 20060216-0018680, said Register's Office, to secure to Community Bank & Trust Company of Cheatham County an indebtedness in the amount of $480,319.00, and any other sums which may be and become payable under the terms thereof, including, but not limited to, principal, interest and service fees, as modified by that certain Modification of Deed of Trust dated October 14, 2010, of record as Instrument No. 20101102-0087472, said Register's Office, as further modified by that certain Modification of Deed of Trust dated January 29, 2015, of record as Instrument No. 20150204-0010324, said Register's Office.

9. Notice of Federal Tax Lien dated December 11, 2012, of record as Instrument No. 20121217-0115651, said Register's Office, filed by the Department of the Treasury – Internal Revenue Service, naming Charles D & Esther L Frost, 1621 Old Hickory Blvd, Brentwood, TN 37027-4020, as taxpayer.

10. Order Granting Plaintiff's Motion for Summary Judgment dated September 29, 2014, of record as Instrument No. 20150312-0021433, said Register's Office, filed in the matter of Bank of America, N.A. v. Esther L. Frost, Case No. 42106, in the Chancery Court for Williamson County, Tennessee.

11. Order Granting Bank of America, N.A.'s Application for Award of Attorneys' Fees and Expenses dated February 23, 2015, of record as Instrument No. 20150312-0021435, said

Register's Office, filed in the matter of Bank of America, N.A. v. Esther L. Frost, Case No. 42106, in the Chancery Court for Williamson County, Tennessee.

12. Stormwater Detention Agreement of record as Instrument No. 20070430-0050707, said Register's Office.

13. Any unprobated wills, conveyances by any incompetent party, any undisclosed heirs, and confusion with regard to the name of proper identity of parties, not shown of record.

14. Lease and rental contracts not shown of record.

15. Title to that portion of the Property embraced within the bounds of any street, roads or highways.

16. All other easements and restrictions of record in said Register's Office.

17. Matters which an accurate survey of the Property might disclose.

The foregoing matters may or may not take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, the sale will be subject to them, and to the extent such matters do not take priority over the Deed of Trust under applicable law, the Property will not remain subject to them after the sale.

The sale will be subject to any and all unpaid *ad valorem* taxes (plus penalty and interest, if any) that may be a lien against the Property and subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, and subject to any statutory rights of redemption not otherwise waived in the Deed of Trust, including the rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and matters that take priority over the Deed of Trust which an accurate survey of the Property might disclose.

The Property is to be sold AS IS WHERE 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 USE OR PURPOSE. Successor Trustee will make no covenant of seisin or warranty of title, express or implied, and will sell and convey his interest in the Property by Successor Trustee's Deed as Successor Trustee only.

The right is reserved to adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above, to sell the Property with or without division if the Property consists of more than one tract or parcel, and to sell to the second highest bidder in the event the highest bidder does not comply with the terms of the sale.

/s/ Joseph J. Jensen

Joseph J. Jensen, Successor Trustee
J3LAW
P. O. Box 682305
Franklin, Tennessee 37068-2305
Tel: 615-905-5777

PUBLICATION DATES:
July 1, 2016
July 8, 2016
July 15, 2016