Bill Garrett Davidson County
DEEDTRS
Batch# 22123 28 pgs
11/03/2017 02:46:31 PM
Fees: $143.00 Taxes: $292.30
20171103-0113274

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 No.:
Rolling Hollow Properties, LLC 3151 McMillan Road Franklin, TN 37064	Same	104-07-0-520.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 3RD day of ~~October~~ NOVEMBER, 2017, by Joseph J. Jensen, Successor Trustee ("Successor Trustee").

WHEREAS, ROBERT D. HUNT (the "Grantor") by that certain Tennessee Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2015, recorded as Instrument Number 20150406-0030036, in the Register's Office for Davidson County, Tennessee, (the "Deed of Trust"), conveyed to J. Steven Bell, as 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 Tennessee Bank & 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 J. Steven Bell, in accordance with the terms of the Deed of Trust, by that instrument of record Instrument Number 20170828-0087827, 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 Nashville Scene* that the Property would be sold on Tuesday, October 3, 2017, 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, such Notice of Successor Trustee's Sale appearing in said paper on September 7, 2017, September 14, 2017, and September 21, 2017; 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 October 3, 2017, 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, the Successor Trustee's Sale was continued to November 3, 2017, at 11:00 a.m., to be held at the same location; and

WHEREAS, the Successor Trustee appeared on November 3, 2017, at 11:00 a.m., at the place 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 ROLLING HOLLOW PROPERTIES, LLC, at the price of SEVENTY-NINE THOUSAND and NO/100 Dollars ($79,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joseph J. Jensen, Successor Trustee as aforesaid, in consideration of the premises and the sum of SEVENTY-NINE THOUSAND and NO/100 Dollars ($79,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto ROLLING HOLLOW PROPERTIES, LLC 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:

Land and improvements in Davidson County, Tennessee, being described as follows:

Being the west 1/2 of Lot No. 5 of E.C. Scrugg's Subdivision, as of record in Book 57, page 114, Register's Office, Davidson County, Tennessee.

According, to a survey made by Z. J. Wilkinson, which is of record in Book 2644, page 5, said part of said lot fronts 50 feet on the south side of Belcourt Avenue, formerly Carlton Street, and runs back between parallel lines, 138 feet to an alley.

Being the same property conveyed to Robert D. Hunt by General Warranty Deed from Kenneth C. Sledge, Jr., dated October 19, 1993, of record in Book 9127, page 165, 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 is a copy of the notice 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.

Joseph J. Jensen, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Carter Robinson, a Notary Public of the State and County aforesaid, personally appeared JOSEPH J. JENSEN, 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 Successor Trustee, and that he as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, this 3rd day of November, 2017.

Notary Public

CARTER ROBINSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires: 1-8-19

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is SEVENTY-NINE THOUSAND and NO /100 Dollars ($ 79,000.00).

Subscribed and sworn to before me this the 30th day of November, 2017.

Notary Public

CARTER ROBINSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires: 1-8-19

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

September 7, 2017

HAND DELIVERED

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

RE: Section 7425 Notice of Sale
Robert Hunt - ID No. xxx-xx-3793
Property Subject to Foreclosure: 2129 Belcourt Avenue,
Nashville, Davidson County, Tennessee

Pertaining to: Notice of Federal Tax Lien dated July 6, 2017,
bearing Serial Number 269290217

Dear Technical Services Group Manager:

This office represents Tennessee Bank & Trust ("Lender"), which holds a *Tennessee Deed of Trust, Security Agreement and Financing Statement*, dated April 15, 2015, executed by Robert D. Hunt, of record as Instrument Number 20150406-0030036, in the Register's Office for Davidson County, Tennessee (the "Deed of Trust"), securing an indebtedness owed to Lender pursuant to a Promissory Note executed by Robert D. Hunt (the "Borrower") in the original principal amount of $200,000.00. 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 Robert Hunt's 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 July 6, 2017, bearing Serial Number 269290217, recorded on July 14, 2017, as Instrument Number 20170714-0070754, in the Register's Office for Davidson County, Tennessee, in the total amount of $389,446.95 (the "Federal Tax Lien"). The address of Robert Hunt, as shown on the Federal Tax Lien, is 2129 Belcourt Avenue, Nashville, TN, 37212-3503.

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 2129 Belcourt Avenue, Nashville, Davidson County, Tennessee (the "Property"). The Property is more particularly described as follows;

Land and improvements in Davidson County, Tennessee, being described as follows:

Being the west 1/2 of Lot No. 5 of E.C. Scrugg's Subdivision, as of record in Book 57, page 114, Register's Office, Davidson County, Tennessee.

According, to a survey made by Z. J. Wilkinson, which is of record in Book 2644, page 5, said part of said lot fronts 50 feet on the south side of Belcourt Avenue, formerly Carlton Street, and runs back between parallel lines, 138 feet to an alley.

Being the same property conveyed to Robert D. Hunt by General Warranty Deed from Kenneth C. Sledge, Jr., dated October 19, 1993, of record in Book 9127, page 165, Register's Office for Davidson County, Tennessee.

4. The Property will be sold at public auction for cash on **Tuesday, October 3, 2017, 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 Tennessee Bank & Trust is **$55,128.42,** with accrued interest in the amount of **$771.95,** and late charges in the amount of **$225.00** as of September 5, 2017. The per diem rate of interest for every day after that date is **$8.04**. Accordingly, the total indebtedness secured by the Deed of Trust as of September 5, 2017, is approximately **$428,965.11**, and as of October 3, 2017, will be approximately **$56,350.49,** 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 dated April 2, 2015 executed by Robert D. Hunt, to J. Steven Bell, Trustee, to secure to Tennessee Bank & Trust, a Division of Farmers Bank & Trust Company, an indebtedness in the amount of $200,000.00, of record in Instrument No. 20150406-0030036, Register's Office for Davidson County, Tennessee. This indebtedness is further secured by Collateral Assignment of Leases and Rents of record in Instrument No. 20150406-0030037, Register's Office for Davidson County, Tennessee.

d. Notice of Federal Tax Lien filed against Robert Hunt of record in Instrument No. 20170714-0070754, Register's Office for Davidson County, Tennessee.

e. All matters appearing on the plan of record in Book 57, page 114, Register's Office for Davidson County, Tennessee.

f. Agreement and survey of record in Book 2644, page 5, Register's Office for Davidson County, Tennessee..

g. 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.

h. Lease and rental contracts not shown of record.

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

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

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

l. 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: L. Kunes

Date: 09/07/17

EXHIBIT A

DEED OF TRUST

(1)

This document prepared by and should be return to:
Bryan D, Spicer
Attorney at Law
342 Cool Springs Blvd.
Suite 202
Franklin, TN 37067

BILL GARRETT, Davidson County
Trans:T20150025316 007
Rcvd: 04/06/15 15:10 14 pgs
Fees:73.60 Taxes:227.70
[redacted]
20150406-0030036

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $200,000.00

TENNESSEE DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

___ (Applicable if checked) THIS DEED OF TRUST IS A "CONSTRUCTION MORTGAGE," AS DEFINED IN TENN. CODE ANN. § 47-9-313, OR IS GIVEN TO REFINANCE A CONSTRUCTION MORTGAGE.

___ (Applicable if checked) THIS DEED OF TRUST SECURES OBLIGATORY ADVANCES TO BE OBTAINED FOR COMMERCIAL PURPOSES.

THIS INSTRUMENT ALSO IS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT WHICH IS FILED AS A FIXTURE FILING IN ACCORDANCE WITH TENN. CODE ANN. § 47-9-502(C). THE DEBTOR IS THE RECORD OWNER OF THE REAL ESTATE. THE COLLATERAL DESCRIBED HEREIN IS OR IS TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED HEREIN. THE NAMES AND ADDRESSES OF THE DEBTOR ("BORROWER" HEREIN) AND SECURED PARTY ("LENDER" HEREIN) ARE STATED IN THE FOLLOWING PARAGRAPH.

THIS TENNESSEE DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT ("Security Instrument") is made on April 2, 2015. The grantor is Robert D. Hunt (herein referred to interchangeably as the "Grantor" and/or "Borrower"). The trustee is J. Steven Bell ("Trustee"), a resident of Williamson County, Tennessee. The beneficiary and secured party is Tennessee Bank & Trust, a Division of Farmers Bank & Trust Company, Blytheville, Arkansas with an address of 9000 Carothers Parkway, Franklin, TN 37067 ("Lender," which term shall also include any subsequent holder of the Primary Debt, as hereinafter defined).

The indebtedness and liabilities secured hereby include, but are not limited to, the indebtedness evidenced by or incurred under the following instrument or agreement: Promissory Note dated April 2, 2015 in the amount of $200,000.00 and any and all extensions, modifications, amendments and renewals thereof (hereinafter the "Primary Debt"; such instrument or agreement hereinafter being referred to as the "Primary Debt Agreement"). As used in this Security Instrument,

the term "Borrower" shall also specifically include and refer to any primary obligor or the guarantor on the Primary Debt and any "Grantor."

This Security Instrument secures to Lender the repayment of (i) the Primary Debt as evidenced by the Primary Debt Agreement; (ii) any and all present or future, direct or contingent, liabilities and indebtedness of any Borrower to Lender of any nature whatsoever, regardless of the class of other indebtedness, be it secured or unsecured, and all extensions, amendments, modifications and renewals thereof subject to any limits hereinafter set forth, except that such liabilities and indebtedness (hereinafter the "Secured Debt," which term shall include the Primary Debt), other than the Primary Debt, shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if at the time such liability or indebtedness is incurred any legally required disclosure of the lien afforded hereby respecting such debt shall not have been made; (iii) all sums advanced to protect the security of this Security Instrument and all future advances made by Lender to or for the account or benefit of Grantor with interest from date of disbursement at the Primary Debt rate of interest; and (iv) all attorney's fees, court costs and expenses of whatever kind incurred in the collection, enforcement, protection and defense of any of said Secured Debt, including but not limited to the Primary Debt and the enforcement, protection and defense of the lien of this conveyance and the timely, faithful and full performance of the covenants, warranties and agreements of Grantor herein contained or any Borrower, guarantor or primary obligor in any Secured Debt agreement.

For this purpose, Grantor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Davidson, Tennessee which is commonly known as 2129 Belcourt Avenue, Nashville, TN 37212:

See Exhibit "A" attached hereto and made a part hereof

TOGETHER WITH all the buildings, structures, additions, fixtures and existing or owned or hereafter acquired improvements, now or hereafter erected, constructed or located on the property, and all easements, rights, appurtenances, rents, royalties, leases, profits, revenues, issues, rights of ingress and egress, licenses, permits, proceeds of insurance, all awards or compensation including damages from any severance or taking of all or any part of the Property, mineral, oil and gas rights and profits, water rights and stock, all fixtures now existing or owned or hereafter acquired or hereafter a part of the property, all machinery, equipment, furniture, furnishings or other property operated, incorporated, installed or located on the property or incorporated in the improvements thereon and used or usable in connection with the operations of the property and all replacements, accessions, appurtenances, improvements, substitutions and additions thereto and all payments, revenues and cash and non-cash proceeds therefrom. The real property and all of the foregoing are collectively referred to in this Security Instrument as the "Property."

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed in fee simple and has good merchantable title and has the right, power and authority to grant, assign, pledge, transfer and convey the Property and that the Property is free and clear of all liens and

encumbrances whatsoever except for encumbrances recited herein (such excepted encumbrances hereinafter being referred to as "Permitted Liens"). Grantor warrants and shall defend generally the title to the Property against all claims and demands, subject to any Permitted Liens.

Grantor covenants and agrees as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges; Performance.** Subject to paragraph 3, Borrower shall promptly pay when due the principal of, interest on, and other charges (including any applicable recording taxes and penalties) incurred with respect to, the Secured Debt and shall duly and punctually perform and observe all of the terms, covenants, warranties and conditions to be performed or observed by the Grantor herein.

2. **Priority of Conveyance; Maintenance of Title; Recording.** The Property shall stand as security for the Secured Debt and for the performance and observance by the Borrower of the terms, covenants and agreements to be performed or observed by the Borrower in all instruments and agreements evidencing the Secured Debt, and this Security Instrument. The title represented by this Security Instrument is and shall be a valid and continuing fee simple title, in trust, to all of the Property. From time to time upon request by the Lender, the Grantor shall at Grantor's own expense, execute and deliver such instruments of correction, amendments, modifications, continuation statements, financing statements, supplemental conveyances, security agreements, additional assignments of leases and rents, amendments to the Security Instrument, and any further conveyances and instruments as may, in the opinion of the Lender or the Trustee, be necessary or reasonably desirable in order to accurately and completely document, effectuate, continue and preserve the priority hereof upon the Property. From time to time, upon request of the Lender, the Grantor shall, at Grantor's expense, obtain and deliver current appraisal(s) of the Property and/or current survey(s) of the Property in a form and manner acceptable to Lender by a qualified preparer chosen by Grantor subject to Lender's approval.

The Grantor shall, at Grantor's expense, take all necessary action to maintain and preserve the title, the priority and security interest of this Security Instrument so long as the Secured Debt remains unpaid. The Grantor shall, forthwith after the execution and delivery of this Security Instrument and thereafter from time to time, cause the Security Instrument and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and to fully protect the title, the priority and security interest hereof upon the Property. Except to the extent Grantor is exempt therefrom, the Grantor shall pay or cause to be paid all filing, registration and recording fees, incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgement of such instruments, and all federal, local or state fees and other similar fees, duties, imposts, assessments, taxes and charges arising out of or in connection with the execution, recording and delivery of this Security Instrument and such other instruments.

3. **Application of Payments.** Unless applicable law or the applicable instrument provides otherwise, all payments received by Lender on any Secured Debt shall be applied, first, to late charges, attorney's fees, expenses and costs due; second, to prepayment charges due, if any; third, to interest due; and last, to principal due.

4. **Taxes, Liens and Other Charges.**

A. Grantor shall promptly pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees, and all other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon the Property, or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments and other fees and charges as Lender may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with the Secured Debt, this Security Instrument, or any other instrument now or hereafter evidencing, securing, or otherwise relating to the Secured Debt.

C. Grantor shall promptly discharge any lien, claim or security interest on the Property which has priority over this Security Instrument; or, in the alternative, Grantor shall pay or perform the obligation secured by such lien, claim or security interest in a manner acceptable to Lender, or shall in good faith contest or defend against enforcement of such lien, claim or security interest by legal proceedings which prevent enforcement of the lien, claim or benefit and which are initiated with the written consent of Lender.

5. **Hazard Insurance.** At all times Grantor shall keep and maintain the Property adequately insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance and as may be required by law. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause naming Lender as insured party. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor. Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, as determined in Lender's good faith judgment. If the restoration or repair is not economically feasible or Lender's security is lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to apply to Secured Debt, whether or not then due. The 30-day period shall begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph

l or change the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Funds for Taxes and Insurance.** If Lender so demands in writing, and unless Grantor is already similarly obligated to the holder of a prior Permitted Lien and is in compliance with such obligation, Borrower shall pay to Lender on the day monthly payments are due under the Primary Debt Agreement, until the Primary Debt Agreement is terminated and paid in full, such amounts ("Funds") as in the estimation of Lender shall be necessary to pay as they become due plus any excess amounts allowed by law for (a) taxes and assessments which may attain priority over this Security Instrument; (b) leasehold payments or ground rents on the Property, if any; (c) hazard insurance premiums, and (d) mortgage insurance premiums, if any. These items are hereinafter called "Escrow Items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future Escrow Items. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the Escrow Items, shall exceed the amount required to pay the Escrow Items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the Escrow Items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all Secured Debt, Lender shall promptly refund to Borrower all Funds held by Lender. If under paragraph 20, the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Secured Debt. Lender shall have the option at any time to require Borrower to pay to Lender, in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth (1/12) of the annual flood insurance premium in the event Lender requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation, said sum to be held in escrow without liability on the part of Lender for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held at any time be insufficient to pay said insurance premium when due and payable, the Grantor shall promptly deposit the entire amount of said deficit.

7. **Care of Premises.**

A. Grantor shall keep the Property, or any part thereof, in good condition and repair, shall not commit or suffer any waste and shall not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Property or any other part thereof or which would or could result in the cancellations of any insurance policy carried with respect to the Property.

B. Grantor shall not remove, demolish or alter the structural character of any Improvements without the written consent of Lender.

C. If the Property or any part thereof is damaged by fire or any other cause, Grantor shall give immediate written notice thereof to Lender.

D. Lender or its representative is hereby authorized to enter upon and inspect the Property at any time during normal business hours.

E.. Grantor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority applicable to the Property or any part thereof.

F. If all or any part of the Property shall be damaged by fire or other casualty, Grantor shall, subject to the provisions of paragraph 5, promptly restore the Property to the equivalent of its original condition; and if a part of the Property shall be damaged through condemnation, Grantor shall promptly restore, repair or alter the remaining portions of the Property in a manner satisfactory to Lender. Notwithstanding the foregoing, Grantor shall not be obligated so to restore, unless in each instance Lender agrees to make available to Grantor (pursuant to a procedure satisfactory to Lender) any net insurance or condemnation proceeds actually received by Lender hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration; provided, however, that the insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Grantor of Grantor's obligation to restore. In the event all or any portion of the Property shall be damaged or destroyed by fire or other casualty or by condemnation, Grantor shall promptly deposit with Lender a sum equal to the amount by which the estimated cost of the restoration of the Property (as determined by Lender in its good faith judgment) exceeds the actual net insurance or condemnation proceeds with respect to such damage or destruction.

8. **Expenses.** Whether or not default has occurred, Borrower shall pay or reimburse Lender, upon demand therefor, all attorney's fees, costs, liabilities and expenses incurred by Lender in any suit, action, legal or equitable proceeding, negotiations, administrative hearing, trial, arbitration, proceeding, bankruptcy or receivership proceeding, or dispute of any kind in which Lender is made a party or appears as party plaintiff, defendant, creditor or other party in interest, affecting the Secured Debt, this Security Instrument or the interest created herein, or the Property including, but not limited to, the exercise of the power of sale contained in this Security Instrument, any condemnation action involving the Property or any action to protect, perfect or continue the perfection of the security hereof and any action affecting the perfection, validity, enforceability or priority of this Security Instrument, and any negotiations, representation, preparation of documents, review of documents, and closings in connection with the making and administration of the Secured

Debt, and any such amounts paid by or billed to Lender shall be added to the Primary Debt and shall bear interest from the date of disbursement at that Primary Debt rate and shall be secured by this Security Instrument. Borrower shall immediately, upon demand, reimburse Lender for all such costs, expenses, liabilities and attorney's fees.

9. **Financial Statements.** Borrower and any other obligor or guarantor of the Secured Debt shall furnish (a) annually and at such other times as Lender may request, current financial statements of Borrower or such other obligor or guarantor, as the case may be; (b) copies of yearly income tax returns within fifteen (15) days after filing; and (c) such other statements, operating reports, financial information, inventory and accounting as Lender may request.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property, unless Grantor and Lender otherwise agree in writing, the Secured Debt shall be reduced by the amount of the proceeds multiplied by: (a) the total amount of the Secured Debt immediately before the taking, and divided by (b) the fair market value of the Property immediately before the taking. Any remaining balance shall be paid to Grantor. If the Property is abandoned by Grantor, or if, after notice by Lender to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the Secured Debt, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 or change the amount of such payments.

11. **Time of the Essence; Borrower Not Released; Forbearance By Lender Not a Waiver.** Time is of the essence with respect to each and every term, covenant, condition, and obligation of Grantor under this Security Instrument, the Secured Debt, and all other instruments now or hereafter evidencing, securing, or otherwise relating to the Secured Debt. Any extension of the time for payment or modification of amortization of the Secured Debt granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the Secured Debt by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Grantor, subject to the provisions of paragraph 18. All Grantor's covenants and agreements shall be joint and several. Any Grantor who co-signs this Security Instrument but does not execute the Primary Debt Agreement: (a) is co-signing this Security Instrument only to

mortgage, grant and convey that Grantor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Primary Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument and of the Secured Debt without that Grantor's consent. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants of Borrower shall be joint and several.

13. **Loan Charges.** If any Secured Debt is subject to a law which sets a maximum rate of interest or maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Secured Debt exceed the permitted limits, then (a) any such interest or loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded the permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal amount of the Primary Debt, other Secured Debt, or by making a direct payment to Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge under the applicable instrument.

14. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Primary Debt Agreement or this Security Instrument unenforceable according to its terms, or all or any part of the Secured Debt uncollectible, or of diminishing the value of Lender's security, then, Lender, at its option, may require immediate payment in full of all Secured Debt and may invoke any remedies permitted by paragraph 20.

15. **Notices.** Any notice provided for in this Security Instrument shall be deemed to have been given to Grantor or Lender when given as provided in this paragraph. Any notice to Grantor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail, unless applicable law requires use of another method, and shall be directed to 2129 Belcourt Avenue, Nashville, TN 37212 or any other address Grantor designates by written notice to Lender. Any notice to Lender shall be given by certified mail to Lender's main office.

16. **Governing Law; Severability.** This Security Instrument shall be governed by the laws of the State of Tennessee. In the event that any provision or clause of this Security Instrument or the Primary Debt Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Primary Debt Agreement which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Primary Debt Agreement are declared to be severable. The captions and headings of the paragraphs of this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

17. **Transfer of the Property or a Beneficial Interest in Grantor.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Lender's prior written consent, Lender may, at its option, without notice, invoke any remedies permitted by the Security Instrument, including

requiring immediate payment in full of all Secured Debt. However, this option shall not be exercised by Lender if its exercise is prohibited by federal law as of the date of this Security Instrument.

18. **Security Agreement; Assignment of Rents and Leases; Fixtures.** As additional collateral and further security for the repayment of the Secured Debt, Grantor hereby grants, absolutely assigns, pledges and conveys to Lender a general and continuing first priority (except for Permitted Liens) security interest in all of the Property and all leases, rents, issues, profits, revenues, accounts, accounts receivable, contract rights, and cash and noncash proceeds of, and in connection with, the Property from time to time accruing including, without limitation, all payments under leases or tenancies now or hereafter derived from the Property. Lender shall have all the rights of a secured party under the Uniform Commercial Code (as adopted in Tennessee) in and respecting such Property, but such rights shall not be exclusive or in derogation of Lender's rights respecting such Property as the Lender under this Security Instrument. In no event shall this assignment be construed as subordinating Lender's rights contained in this Security Instrument to any lease to which Grantor may be or become a party. Grantor shall promptly reimburse Lender for all costs, including reasonable attorney's fees incurred by Lender in (i) perfecting and continuing the perfection of Lender's security interest in such Property under the Uniform Commercial Code, should Lender so desire, and (ii) protecting and enforcing Lender's security interest therein, all of which, together with interest thereon at the maximum applicable lawful contract rate of interest, shall become additional Secured Debt. Grantor shall, promptly, at Lender's request, execute and deliver any document including any financing statement Lender deems necessary to perfect or continue the perfection of its security interest in the Property.

In the event of default on any Secured Debt (whether or not the maturity of said debt is accelerated) or abandonment of the Property, Lender, in person, by agent, or through a judicially appointed receiver (Grantor hereby consents to the appointment of a receiver) shall be entitled to take possession of and manage the Property and to collect all rents, income and other profits derived from the Property, including all amounts past due. Grantor agrees to relinquish peaceful possession to Lender. All rents, revenues, income and profits collected by Lender or receiver shall be applied first to the payment of cost of enforcing Lender's security interest therein, the payment of cost of management of the Property and collection of the rents, income and profits, including, but not limited to, the cost of receiver's fees, premiums or receiver's bonds and reasonable attorney's fees. The rents, income and profits shall be applied to the Secured Debt, and Lender shall be liable to account only for the net rents actually received. In connection with this absolute assignment, Grantor agrees to comply with all obligations imposed upon Grantor as lessor under any lease covering any part of the Property. Should Grantor default under any such lease, Lender may take whatever action it deems necessary or desirable to prevent or cure the default by Grantor. Lender shall have the right to enter upon the Property as often as it desires in order to inspect the Property and to prevent or cure any such default. In attempting to prevent or cure any such default, Lender may spend such sum of money as it deems necessary, and Grantor hereby agrees to pay Lender immediately upon demand all sums so expended by Lender, together with interest from the date of payment by Lender at the maximum applicable lawful contract rate. Such sums and the interest accrued thereon shall become additional Secured Debt. Grantor agrees and acknowledges the neither the execution of this Security Instrument nor the exercise of any remedies hereunder by Lender shall be deemed an undertaking by Lender to assume liability for the performance of any of Grantor's obligations under any such lease.

19. **Environmental Representation and Obligation.**

A. The Grantor represents and warrants to the Lender that the Property and the Grantor are not in violation of or subject to any existing, pending or threatened investigation, fine, claim, lawsuit or inquiry by any governmental authority or other entity or any response cost or remedial obligations under any applicable environmental law, and this representation and warranty shall continue to be true and correct following disclosure to the applicable governmental authorities of any relevant facts, conditions and circumstances, if any, pertaining to the Property; Grantor has not obtained and is not required to obtain any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures or equipment forming a part of the Property by reason of any applicable environmental law; Grantor, after full inquiry, investigation and inspection, has determined that no petroleum products, oil, hazardous substances, or solid waste have been disposed of or otherwise released on the Property; the use which the Grantor has made, makes or intends to make of the Property shall not result in the location on or disposal or other release of any petroleum products, oil, hazardous substances or solid waste on or to the Property.

B. It is the Grantor's obligation, at Grantor's sole cost and expense, to comply with, or insure compliance with, and for all matters arising out of all applicable environmental laws and regulations of the United States of America and the State of Tennessee. In the event Grantor discovers, determines or is advised of the existence of any environmental condition (including, without limitation, any release, spill, discharge or contamination or the generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transfer of, production, or processing of a hazardous pollutant or other dangerous or toxic substance or solid waste), the result of which may require remedial action pursuant to any environmental law or may be the basis for the assertion of any third party claims, including claims of governmental entities, Grantor shall promptly notify Lender thereof and Grantor shall, at its sole cost and expense, proceed with due diligence to take the appropriate action in response thereto. The Grantor hereby agrees to pay any and all fines, charges, fees, expenses, damages, losses, liabilities or response costs arising from or pertaining to the application of any such applicable environmental law to the Property and to indemnify and forever hold the Trustee and the Lender harmless from any and all judgments, fines, charges, fees, expenses, damages, claims, losses, liabilities and response costs including but not limited to all legal, accounting, consulting, engineering and other expenses which may be incurred or imposed upon Lender by any other party or parties arising out of or in connection with any environmental condition, including the exposure of any person to any such environmental condition, regardless of whether such environmental condition or exposure resulted from activities of Grantor or Grantor's predecessors in interest or any lessee of Grantor or any third party. This indemnity and hold harmless shall survive the satisfaction of the Secured Debt and the release of this Security Instrument and further shall survive any foreclosure of this Security Instrument or the taking by the Lender of a deed in lieu of foreclosure. Grantor agrees to notify the Lender in the event that any governmental agency or other entity notifies the Grantor that Grantor may not be in compliance with any applicable environmental laws.

20. **Remedies.** If Borrower fails to timely and fully pay any Secured Debt or any part or installment thereof, or if Grantor fails to pay taxes, keep up repairs, keep said Property insured, or

timely perform said other obligations and agreements as herein provided; or, if Borrower fails to reimburse the Trustee or Lender for all sums, with interest, so extended by said Trustee or Lender within 30 days from demand by Lender for such payment or if Borrower defaults in any other obligation or agreement with Lender, this Security Instrument shall remain in full force and effect and, at the option of Lender, all remaining unpaid Secured Debt shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered to sell the Property or any part thereof in any order, and at any location specified in any notice, in accordance with Tenn. Code Ann. § 35-5-101, et seq. as amended from time to time or applicable law; and the said Trustee or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. In the event the Trustee sells a portion of the Property, this Security Instrument shall remain in full force and effect as to the remainder of the Property. Trustee may postpone any sale hereunder to another time and place by so announcing to all present at the time and place of a previously scheduled sale without the necessity of any further notice whatsoever. Lender or Lender's agent or designee may bid at any sale under this Security Instrument. Trustee is hereby authorized and empowered to appoint one or more agents or attorneys-in-fact to exercise Trustee's powers and to perform Trustee's duties under the Security Instrument. Trustee shall apply the proceeds of this sale in the following order:

A. to all reasonable costs and expenses of the sale, including but not limited to, reasonable trustee's and attorney's fees, expenses and costs of title evidence, appraisal and environmental site assessment;

B. to all Secured Debt;

C. the excess, if any, to the person or persons legally entitled thereto.

In the event of a sale of said Property under and by virtue of this trust, Grantor and all persons holding under Grantor: (a) shall be and become the tenant at will of the purchaser from and after the execution and delivery of the deed to such purchaser, and said tenancy shall be terminable at the option of said purchaser upon five days' written notice, and (b) shall be liable for a reasonable rental on the property and all damages (including costs, expenses, and attorney fees) occasioned by their continued possession of the Property. In addition to the power of sale described above, Trustee or Lender shall have the right to exercise its rights as secured party under the Uniform Commercial Code and/or the right to proceed in a court of equity to foreclose this Security Instrument or sell the property.

21. **Extensions; Power of Attorney.** Grantor constitutes and appoints any officer or employee of Lender as Grantor's true and lawful attorney-in-fact, solely for the purposes of executing and recording on Grantor's behalf any extension or modification of this Security Instrument, as amended and/or previously extended, if, at the time of such extension, any Secured Debt is outstanding. Borrower shall promptly reimburse Lender for the costs of recording such extension. This power of attorney, being coupled with an interest, is irrevocable as long as any Secured Debt is outstanding.

22. Release. Upon payment and full satisfaction of the Secured Debt, Lender shall release this Security Instrument, except that the indemnity and hold harmless provisions in Paragraph 19 shall survive any such release.

23. Successor Trustee. Lender, at its option, may from time to time remove the Trustee and appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the Successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Waivers. Grantor and any other party executing this Security Instrument waive all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, any statutory right to an elective share in the Property and any rights acquired as a result of marriage to any Grantor.

WAIVER OF RIGHT TO TRIAL BY JURY. GRANTOR (INCLUDING ANY SPOUSE JOINING IN THE EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT) HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS SECURITY INSTRUMENT, THE NOTE, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS SECURITY INSTRUMENT, THE NOTE, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING; AND GRANTOR AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECURITY INSTRUMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE GRANTOR TO THE WAIVER OF THE RIGHT OF GRANTOR TO TRIAL BY JURY.

25. Riders to this Security Instrument. If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

I SIGNING BELOW, Grantor accepts and agrees to the terms and covenants in this Security trument and in any rider(s) executed by Grantor and recorded with it.

I. VITNESS WHEREOF, Grantor has executed this Security Instrument as of the day and year firs ove written.

GRANTOR:

Robert D. Hunt

STATE TENNESSEE)
)
COUN Y OF DAVIDSON)

I onally appeared before me, the undersigned, a Notary Public of said County and State, Robert Hunt, the within named bargainor, with whom I am personally acquainted (or proved to me on basis of satisfactory evidence), and who acknowledged that he executed the within Instrum for the purposes therein contained.

ness my hand and seal, at Office in Nashville, Tennessee, this 2nd day of April, 2015.

Notary Public

My Co ssion Expires: 6-4-17

VALERIE L. KANE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Comm. Expires June 4, 2017

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 20571

Land and improvements in Davidson County, Tennessee, being described as follows:

Being the west 1/2 of Lot No. 6 of E.C. Scrugg's Subdivision, as of record in Book 57, page 114, Register's Office, Davidson County, Tennessee.

According, to a survey made by Z. J. Wilkinson, which is of record in Book 2644, page 5, said part of said lot fronts 50 feet on the south side of Belcourt Avenue, formerly Carlton Street, and runs back between parallel lines, 136 feet to an alley.

Being the same property conveyed to Robert D. Hunt by General Warranty Deed from Kenneth C. Sledge, Jr., dated October 19, 1995, of record in Book 9127, page 165, Register's Office for Davidson County, Tennessee.

EXHIBIT B

FEDERAL TAX LIEN

11874

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) 829-3903

Serial Number
269290217

For Optional Use by Recording Office

BILL GARRETT, Davidson County
Trans:T20170SB0118 LIENFIL
Recvd: 07/14/17 08:37 1 pgs
Fees:17.00 Taxes:0.00
[redacted]
20170714-0070754

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 ROBERT HUNT

Residence 2129 BELCOURT AVE
NASHVILLE, TN 37212-3503

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of 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.

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	12/31/2014	XXX-XX-3793	11/23/2015	12/23/2025	389446.95
				Total	$ 389446.95

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

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

the 06th day of July, 2017

Signature [signature]
for P.A. NELSON

Title
ACS SBSE
(800) 829-3903

25-00-0008

(NOTE: Certificate of Acknowledgment 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. 408)

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, ROBERT D. HUNT (the "Grantor") by that certain Tennessee Deed of Trust, Security Agreement and Financing Statement, dated April 15, 2015, recorded as Instrument Number 20150406-0030030 in the Register's Office for Davidson County, Tennessee (the "Deed of Trust"), conveyed to J. Steven Bell, 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 Tennessee Bank & Trust, a division of Farmers Bank & Trust Company, an Arkansas banking corporation (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 J. Steven Bell, said appointment being of record as Instrument Number 20170828-0077822 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 Tuesday, **October 3, 2017, 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, offer for sale to the highest and best bidder for cash, 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"):

Land and improvements in Davidson County, Tennessee, being described as follows:

Being the west 1/2 of Lot No. 5 of E.C. Scrugg's Subdivision, as of record in Book 57, page 114, Register's Office, Davidson County, Tennessee.

According to survey made by Z. J. Wilkinson, which is of record in Book 2644, page 5, said part of said lot fronts 50 feet on the south side of Belcourt Avenue, formerly Carlton Street, and runs back between parallel lines, 138 feet to an alley.

Being the property conveyed to Robert D. Hunt by General Warranty Deed from Kenneth C. Hedges, Jr., dated October 19, 1993, of record in Book 9127, page 165, Register's Office, Davidson County, Tennessee.

The full legal description of the Property can be found in the Tennessee Deed of Trust, Security Agreement and Financing Statement, dated April 15, 2015, recorded as Instrument Number

20150406-003003(... ister's Office for Davidson County, Tennessee. The street address of the Property is b ... 2129 Belcourt Avenue, Nashville, Davidson County, Tennessee, but such address is ... the legal description. The Map and Parcel number of the Property is believed to be 1(... .00032 / 035.04, but such Map and Parcel numbers are not part of the legal descriptio... ent of any discrepancy, the legal description in the Deed of Trust shall control.

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

1. Any and all ... alorem taxes payable to Davidson County, Tennessee (plus penalty and interes ... may be a lien against the Property.

2. Any and all ... alorem taxes payable to City of Nashville, Tennessee (plus penalty and interest ... may be a lien against the Property.

3. Deed of Tr ... il 2, 2015 executed by Robert D. Hunt, to J. Steven Bell, Trustee, to secure t ... Bank & Trust, a Division of Farmers Bank & Trust Company, an indebtedne ... ount of $200,000.00, of record in Instrument No. 20150406-0030036, P ... ee for Davidson County, Tennessee. This indebtedness is further secured by ... Assignment of Leases and Rents of record in Instrument No. 20150406- ... ister's Office for Davidson County, Tennessee.

4. Notice of ... Lien filed against Robert Hunt of record in Instrument No. 20170714- ... ister's Office for Davidson County, Tennessee.

5. All matters ... the plan of record in Book 57, page 114, Register's Office for Davidson ... ee.

6. Agreement ... of record in Book 2644, page 5, Register's Office for Davidson County, T ...

7. Lease and ... ts not shown of record.

8. Title to the ... the Property embraced within the bounds of any street, roads or highways.

9. Liens, enc ... claims thereof, which are not shown by the public record.

10. All other ... restrictions of record in said Register's Office.

11. Matters w ... survey of the Property might disclose.

The forego ... ay or may not take priority over the Deed of Trust. To the extent such matters do ta ... the Deed of Trust under applicable law, the sale will be subject

to them, and to the it s atters do not take priority over the Deed of Trust under applicable law, the Property v ot n subject to them after the sale.

The sale wi su to any and all unpaid *ad valorem* taxes (plus penalty and interest, if any) that may i l gainst the Property and subject to any and all liens, defects, encumbrances, cor nc verse claims and other matters which take priority over the Deed of Trust upon whic 's f sure sale is had, and subject to any statutory rights of redemption not otherwise waiv th l of Trust, including the rights of redemption of any governmental agency, state or fe , w have not been waived by such governmental agency, and matters that take priority o ne of Trust which an accurate survey of the Property might disclose.

The Proper to d AS IS WHERE IS, without representations or warranties of any kind whatsoever, v er ss or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD ' I(NY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A I R USE OR PURPOSE. Successor Trustee will make no covenant of seisin or warran it ess or implied, and will sell and convey his interest in the Property by Successor Trus De Successor Trustee only.

The right i ay adjourn the day of sale to another day and time certain, without further publicatio in dance with law, upon announcement of said adjournment on the day and time and p of et forth above, to sell the Property with or without division if the Property consists o ne tract or parcel, and to sell to the second highest bidder in the event the highest b t 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

PUBLICATION I
September 7, 201
September 14, 20
September 21, 20