This instrument prepared by:
Madison L. Conquest
BURR & FORMAN LLP
222 Second Avenue South, Suite 2000
Nashville, TN 37201

Bill Garrett Davidson County
Batch# 104709 DEEDTRS
06/14/2018 12:54:30 PM 24 pgs
Fees: $123.00 Taxes: $3,200.50
20180614-0057295

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP AND PARCEL NO.:
MIDDLE TENNESSEE HOSPITAL SUPPLY COMPANY 1911 CHURCH STREET NASHVILLE, TN 37203-2313	**-SAME-**	**130-01-0D-001.00-CO**

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 12th day of June, 2018, by Madison L. Conquest, Successor Trustee ("Successor Trustee").

WHEREAS, Melissa D. Howser f/k/a Melissa D. Kaye and Hugh C. Howser, Jr. to the extent of any marital interest in the Property (defined below) (together, the "Grantor") conveyed to George E. Mudter, Jr., Trustee (the "Trustee") a *Deed of Trust* dated December 31, 2008, of record as Instrument No. 20090122-0005697, with *Warranty Deed* referenced in legal description corrected by Instrument No. 20180514-0045925 (collectively, the "Deed of Trust"), all in the Register's Office for Davidson County, Tennessee ("Register's Office"), to secure payment of certain debts and obligations as described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Middle Tennessee Hospital Supply Company, a Tennessee corporation ("Holder"); and

WHEREAS, default occurred under the Deed of Trust, the Indebtedness was declared due and payable, and the Indebtedness has not been paid; and

WHEREAS, Holder appointed J. Patrick Warfield and Madison L. Conquest, either of them acting alone or by a Designated Agent, to serve as Successor Trustee in place of George E. Mudter, Jr., Trustee, by instrument of record in Instrument No. 20180508-0044106, Register's Office, in accordance with the terms of the Deed of Trust; and

WHEREAS, Holder directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *THE LEDGER - NASHVILLE* that the Property (defined below) would be sold on Tuesday, June 12, 2018, at 10:30 a.m., at the Davidson County Courthouse, One Public Square, Nashville, Tennessee, 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on May 18, 2018, May 25, 2018 and June 1, 2018; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 10:30 a.m. Central Time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to Middle Tennessee Hospital

Supply Company in response to its credit bid at the price of Eight Hundred Sixty-Five Thousand and No/100 Dollars ($865,000.00) (the "Credit Bid"), this being the highest, last and best bid.

NOW, THEREFORE, I, Madison L. Conquest, Successor Trustee as aforesaid, in consideration of the premises and the Credit Bid, by these presents do transfer and convey unto Middle Tennessee Hospital Supply Company, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Unit A, together with the appurtenant interest in the common elements of Belle Meade Highlands Townhomes, a horizontal property regime with private elements established by Declaration of record in instrument No. 20081205-0117842, Register's Office for Davidson County, Tennessee (RODC) said Unit being depicted on the Site Plan attached as Exhibit "B" to the aforementioned Declaration and being located upon Lot No. 24, Block J, on the Plan of 2nd Revised Plan, Highlands of Belle Meade No. 2 of record in Plat Book 1130, pages 71 and 72, RODC.
>
> Being part of the same property conveyed to HMJ Developers, LLC, a Tennessee limited liability company, by deed dated 10/08/07 from William R. Hostettler and wife, Monice M. Hostettler of record in Instrument No. 20071012-0121477, RODC.
>
> BEING the same property conveyed to Melissa D. Howser, married by *Warranty Deed* from HMJ Developers, LLC, a Tennessee limited liability company of record as instrument No. 20090122-0005696, as clarified by *Scrivener's Affidavit* of record at Instrument No. 20180514-0045925, RODC.

The Property is improved property. This conveyance is free from all rights of redemption afforded by statute, equitable rights of redemption, exemption of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which have been waived in the Deed of Trust; provided, however, that the conveyance is subject to the rights of the United States to redeem the land as provided for in 26 U.S.C. § 7425(d)(1). Attached as collective **Exhibit 1** hereto is a copy of the notice provided to the United States, and a copy(ies) of the written response(s) of the United States to the notice thus provided, if any.

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 diligences 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 this 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 attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not take priority over the Deed of Trust under applicable law, the Property does not remain subject to them:

Any and all liens against said Property for unpaid property taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and any matter than an accurate survey of the Property might disclose.

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

Madison L Conquest

MADISON L. CONQUEST, SUCCESSOR TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Tonya M. Langley, a Notary Public of this county, MADISON L. CONQUEST, Successor Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

TONYA M. LANGLEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JULY 5, 2021

Witness my hand and seal, at office in Nashville, Tennessee, this 12th day of June, 2018.

NOTARY PUBLIC
My commission expires: July 5, 2021

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Hundred Sixty-Five Thousand and No/100 Dollars ($865,000.00).

Madison L Conquest

AFFIANT

TONYA M. LANGLEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JULY 5, 2021

Subscribed and sworn before me on this 12th day of June, 2018.

NOTARY PUBLIC
My commission expires: July 5, 2021

Collective EXHIBIT 1

See attached copy of the notice provided to the United States pursuant to 26 U.S.C. § 7425(b), and copy(ies) of the written response(s) of the United States to the notice thus provided, if any.

BURR·:·FORMAN LLP
results matter

Madison L. Conquest
mconquest@burr.com
Direct Dial: (615) 724-3242

222 Second Avenue South
Suite 2000
Nashville, TN 37201

Office (615) 724-3200
Fax (615) 724-3290
Toll-free (866) 489-8542

BURR.COM

May 16, 2018

VIA HAND DELIVERY

INTERNAL REVENUE SERVICE
Attn: Collection Advisory Group Manager
801 Broadway, MDP 53
Nashville, Tennessee 37203

Re: Section 7425 Internal Revenue Code - Notice of Sale / Melissa D. Howser f/k/a Melissa D. Kaye and Hugh C. Howser, Jr. - ID No. XXX-XX-3046 (112 Heady Drive, Nashville, TN 37205-4414)

Dear IRS:

This firm represents MIDDLE TENNESSEE HOSPITAL SUPPLY, INC., a Tennessee corporation ("Lender"), which is the beneficiary under a *Deed of Trust* dated December 31, 2008, executed by Melissa D. Howser f/k/a Melissa D. Kaye and Hugh C. Howser, Jr. (together, the "Howsers"), of record as Instrument No. 20090122-0005697 (the "Deed of Trust"), Register's Office for Davidson County, Tennessee ("Register's Office"), securing indebtedness owed to Lender pursuant to that certain *Deed of Trust Note* dated December 31, 2008. A copy of the Deed of Trust is attached hereto as **Exhibit A**.

The Note is in default 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 two Federal Tax Liens, as hereinafter defined, against the 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 Madison L. Conquest, Burr & Forman, LLC, 222 Second Avenue South, Suite 2000, Nashville, Tennessee 37201, on behalf of Lender.

2. The Internal Revenue Service has filed two separate *Notice of Federal Tax Lien* ("Federal Tax Lien Notices" or "Notices") against Hugh C. Howser, Jr. and Melissa D. Kaye n/k/a Melissa D. Howser (together, the "Taxpayer"). The address of Taxpayer as shown on the Federal

201806140057295

Tax Lien Notices is 112 Heady Drive, Nashville, TN 37205-4414. The Federal Tax Lien Notices are as follows:

(a) September 20, 2013, recorded as 20130927-0101671 on September 27, 2013, in the Register's Office for Davidson County, Tennessee ("RODC"), as partially released by Certificate of Discharge of Property from Federal Tax Lien dated March 21, 2016, recorded as Instrument No. 20160323-0027728 on March 23, 2016, in RODC; and

(b) March 7, 2017, recorded as Instrument No. 20170313-0024448 on March 13, 2017, RODC.

A copy of each Notice and Certificate is enclosed for your reference as part of **Collective Exhibit B**.

3. The term "Property," as used herein, shall mean all of the real property encumbered by the Deed of Trust. The street address of the Property is believed to be 112 Heady Drive, Nashville, TN 37205, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control. The map and parcel number of the Property is 130-01-0D-001.00-CO. For a complete property description, see Exhibits A.

4. The Property will be sold at public auction for cash on **June 12, 2018, at 10:30 a.m.** at the front door of the Davidson County Courthouse, One Public Square, Nashville, Tennessee 37201. Attached hereto as **Exhibit C** is a copy of the *Notice of Foreclosure*.

5. The accrued amount of principal indebtedness owed to Lender is $829,873.00, with accrued interest in the amount of $32,708.11, as of May 16, 2018. The per diem interest accrual is $138.31. Accordingly, the total indebtedness secured by the Deed of Trust as of May 16, 2018, is approximately $862,581.11, 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 $15,000.00.

6. Our title review indicates that the Property may be subject to the following:

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

(b) *Plan* of record at Plat Book 1130, Pages 71&72, RODC;

(c) *Declaration of Covenants, Conditions, Liens, Easements and Restrictions* of Belle Meade Townhomes, Inc. of record as Instrument No. 20081205-0117842, RODC;

Please accept this letter as the twenty-five (25) day notice 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.

Very truly yours,

Burr & Forman LLP

Madison L Conquest

Madison L. Conquest

MLC
Enclosures

PERSONAL SERVICE ACCEPTED:

By: L. Kimes

Date: 05/16/18

Return to : First Title and Escrow Company, Inc.
File Number 28223 Box 9B

This Instrument Prepared By:
MUDTER, MORGAN, PATTERSON & AKINS
2000 Richard Jones Road
Suite 103
Nashville, TN 37215

Maximum Principal Indebtedness for Tennessee recording tax purposes is $829,873.00.

Davidson County DOT
Recvd: 01/22/09 15:56 8 pgs
Fees:43.00 Taxes:952.05
20090122-0005697

DEED OF TRUST

This Deed of Trust made this 31st day of December, 2008, is from MELISSA D. HOWSER, married (sometimes hereinafter referred to as the "Grantor"), to GEORGE E. MUDTER, JR., (herein "Trustee"), to secure obligations owed to MIDDLE TENNESSEE HOSPITAL SUPPLY, INC., a Tennessee corporation, with its principal offices at 200 Cumberland Bend, Nashville, Tennessee 37228 (herein "Lender").

Grantor, in consideration of the indebtedness herein recited, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, irrevocably grants and conveys to Trustee, in trust, with power of sale, all that tract or parcel of real property located in the County of Davidson, Tennessee and more particularly described in Exhibit "A" hereto.

Together with all the improvements now or hereafter located on the property, and all easements, rights, appurtenances, rents and profits now or hereafter existing in connection with the property or derived therefrom, and all fixtures now or hereafter attached to the property, all of which shall be deemed to be a part of the property covered by this Deed of Trust and shall be hereafter referred to collectively as the "Property";

To have and to hold the Property to the said Trustee, his successors, assigns, and successors in trust, forever.

The Borrower hereby covenants with the Trustee that he is lawfully seized in fee of said premises, that the same are free and clear of all taxes, liens, and encumbrances whatsoever, except as set forth on Exhibit "B" attached hereto, that he has a good right, full power and lawful authority to convey the same, and that he will warrant and forever defend the title thereto against the lawful claims of any and all persons whomsoever.

In trust, to secure to Lender the following: (a) the repayment of the indebtedness evidenced by a certain promissory note made by Hugh C. Howser, Jr. (sometimes hereinafter referred to as "Borrower") dated of even date herewith (therein "Note"), in the sum of Eight Hundred Twenty-Nine Thousand Eight Hundred Seventy-Three and No/100 Dollars ($829,873.00) with principal and interest payable as provided in said Note and with said balance of the indebtedness, if not sooner paid, due and payable one (1) year from the date hereof, together with all renewals, modifications, and extensions of said indebtedness; (b) the payment of all other sums advanced in accordance wherewith to protect the security of this Deed of Trust together with interest and charges thereon; (c) the performance of the covenants and agreements herein contained; (d) the payment of any and all other indebtedness, whether direct or indirect, now or hereafter owing to Lender by Borrower, or by an individual or entity included in the term Borrower, regardless of the type, class, or purpose of any such other indebtedness, and however such indebtedness is evidence, including, without limitation, the repayment of any future advances made by Lender pursuant to paragraph 20 of this instrument (herein "Future Advances"), together with interest thereon. All of the above shall be hereinafter referred to collectively as the "Indebtedness".

Grantor agrees as follows:

1. **Warranty of Title.** Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for current year's taxes, easements and restrictive covenants of record in the Register's Office for the County in which the Property is located, and such other matters as are set forth above; and that Grantor will warrant and defend generally the title to the Property against the

EXHIBIT
tabbies
"A"

lawful claims and demands of all persons unto the Trustee, Trustee's successors in trust and assign, forever.

2. **Payment of Principal and Interest.** Borrower or Grantor shall promptly pay or cause to be paid when due all principal and interest due on the indebtedness evidence by the Note, including any prepayment and late charges provided in the Note, and the principal and interest due on any other obligations secured by this Deed of Trust. Grantor shall also pay or cause to be paid when due any other indebtedness secured by a lien on the Property or on any part of it.

3. **Taxes, Insurance, and Other Charges.** Grantor shall pay or cause to be paid all taxes, assessments, insurance premiums, ground rents and other charges, fines or impositions attributable to the Property by making payments when due, directly to the persons entitled to collect such payments. Grantor shall promptly furnish to Lender receipts evidencing the timely payment of all such amounts.

Upon the execution of this instrument and monthly thereafter, as requested by Lender in writing, Grantor shall pay or cause to be paid to Lender, in addition to other payments due under the Note and until the Note is paid in full a sum (herein the "Funds") equal to one-twelfth of any yearly taxes, assessments, grounds rents and other charges attributable to the Property, plus one-twelfth of the yearly premiums for all insurance policies required hereunder. Lender shall reasonably calculate in its sole discretion, the amount of funds required pursuant to this paragraph.

So long as there is no default hereunder, Lender shall apply the Funds to pay said taxes, assessments, charges, insurance premiums and ground rents. Lender shall not be required to pay any interest or earnings on the Funds; and the Funds are hereby pledged as additional security for the Indebtedness. This instrument shall be considered a security agreement granting Lender a security interest in the Funds, and if there is a default under this Deed of Trust, Lender may apply to the Funds to reduce the Indebtedness.

If the Funds held by Lender exceed the amount required to pay said taxes, assessments, insurance premiums, ground rents and other charges as they fall due, and if there is no default under this Deed of Trust and the Note, the excess shall be promptly refunded or credited against the sums secured hereby, at the payor's option. If the amount of the Funds held by Lender is not sufficient to pay taxes, assessments, insurance premiums, ground rent, and other charges as they fall due, Grantor shall pay or cause to be paid to Lender the amount necessary to make up the deficiency within ten (10) days from the date Lender sends notice requesting payment thereof.

Upon receipt of payment in full of the Indebtedness, Lender shall promptly refund any Funds held by Lender. If the Property is sold or if it is acquired by Lender, Lender shall apply any Funds in its possession as a credit against the Indebtedness prior to the sale or acquisition of the Property.

4. **Assignment of Rents; Rights to Possession.** As additional security for the repayment of the Indebtedness, Grantor hereby assigns to Lender upon default, all rents, income, or profits derived from the Property.

In the event of default hereunder, as set forth in paragraph 24, Lender, in person, by agent or by judicially appointed 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 amounts past due. Grantor agrees to relinquish peaceful possession to Lender. All rents, income and profits collected by the Lender or receiver shall be applied first to payment of the cost of management of the Property and collection of the rents, income and profits, including, but not limited to, the cost 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 then be applied to the Indebtedness secured by this Deed of Trust. Lender shall be liable to account only for net rents actually received.

In connection with this Assignment of Rents, Grantor agrees to comply with all terms imposed upon its 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 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 prevent or cure any such default. In attempting to prevent or cure any such default, Lender may spend such sums of money as its 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 highest lawful rate. Such sums, and the interest thereon, shall become additional Indebtedness secured by this Deed of Trust.

5. **Application of Payments.** Payments received by Lender under the Note and this Deed of Trust shall be applied to principal and interest payable on the Note and all other sums secured by this Deed of Trust in such order and manner as are determined by Lender in its sole discretion, subject only to the provisions of this instrument.

6. **Liens.** Grantor shall promptly discharge any lien on the Property which has priority over this Deed of Trust; or, in the alternative, Grantor shall pay or perform the obligations secured by such lien in a manner acceptable to Lender, or shall in good faith contest or defend against enforcement of such lien by legal proceedings which prevent enforcement of the lien and which are initiated with the written consent of Lender.

7. **Insurance.** Grantor shall keep the improvements now existing or hereafter located on the said Property insured for their full insurable value against loss by fire and all hazards included within the term "extended coverage", and against such other losses as Lender may require. All insurance policies required pursuant to the preceding sentence shall include a standard provision, satisfactory to Lender, naming Lender as a Mortgage Loss Payee. Grantor shall also maintain liability insurance coverage with regard to the Property, which coverage shall name Lender as additional insured and shall otherwise be satisfactory to Lender in form, content, and amount.

All insurance shall be carried in companies approved by the Lender. The original policies and renewals thereof shall be held by the Lender, shall provide that loss be payable solely to Lender, and shall otherwise be in form acceptable to, the Lender. In the event of loss, the Grantor shall give immediate notice by mail to the Lender. In such event, Lender may make proof of loss if not made promptly by Grantor, but Lender shall not be required to do so. Each insurance company concerned is hereby authorized and directed to make payment of such loss directly to Lender instead of to Grantor and Lender jointly. The insurance proceeds, or any part thereof, may be applied by the Lender at its option, either to the reduction of the Indebtedness or to the restoration or repair of the Property. If the Property is conveyed to Lender or if title to the Property is otherwise transferred in extinguishment of the Indebtedness, all right, title, and interest of Grantor in and to any insurance policies then in force shall be assigned to the new owner of the Property.

Any application of insurance proceeds to principal shall be in the inverse order of its maturity and shall not extend or postpone the due date of any installment required by the Note or change the amount of such installment.

8. **Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments.** Grantor shall keep the Property in good repair, and shall not commit or permit impairment or deterioration of the Property. If this Deed of Trust conveys a leasehold estate, Grantor shall comply with the provisions of any lease affecting the leasehold estate. If Grantor fails to do so, Lender shall have the right, but not the obligation, to take such action as it deems desirable to prevent or cure any default under such lease. Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon at the highest lawful rate, shall become additional Indebtedness secured by this Deed of Trust. Grantor expressly grants to Lender the right to enter upon the Property immediately and as often as Lender desires in order to prevent or cure any such default by Grantor. Grantor shall not surrender his leasehold estate or interest, or modify or terminate any lease affecting such estate or interest without the prior written consent of Lender. If this Deed of Trust conveys a unit in a condominium or a planned unit development, Grantor shall perform all of Grantor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, under the bylaws and regulations of the condominium or planned unit development, and under all other constituent documents. If a condominium or planned unit development rider is executed by Grantor and recorded together with this Deed of Trust, such rider

shall be incorporated herein by reference and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

9. **Proceeds from Judicial or Trust Sale.** Without limitation, the lien of this Deed of Trust shall extend to the interest of Grantor in the process from any judicial or trust sale of the Property, including, without limitation, the proceeds from sale by foreclosure of any prior encumbrance to the extent that such proceeds exceed the amount necessary to satisfy such prior encumbrance. The trustee, officer, or other person in charge of any such sale or foreclosure is hereby directed to pay such excess proceeds to the holder of the Indebtedness to the extent necessary to retire the Indebtedness. Such person is hereby authorized, given a power of attorney, and directed to endorse any checks representing proceeds of sale as requested by the holder of the Indebtedness, pursuant to the terms of this paragraph.

10. **Protection of Lender's Security.** If Grantor fails to perform all the covenants and agreements contained in this Deed of Trust, a default occurs with respect to a prior lien, or any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain proceeding, insolvency proceedings, building and housing code enforcement proceedings, arrangements or proceedings involving a bankrupt or decedent, or the enforcement of any prior lien against the Property, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary to protect its interest hereunder, including, without limitation, disbursements for reasonable attorney's fees, repairs to the Property, curing defaults under prior liens and removal of liens. Any amounts disbursed by Lender pursuant to this paragraph shall become additional Indebtedness secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender, and shall bear interest from the date of disbursement at the highest lawful rate. Nothing contained in this paragraph shall require Lender to insure any expense or to take any action hereunder.

11. **Inspection.** Lender may enter upon and inspect the Property, provided that Lender gives prior notice of its intention to do so.

12. **Condemnation.** The proceeds of any award or claim for damages direct or consequential, in connection with any condemnation or other taking of the Property or any part of the Property or in connection with any conveyance in lieu of condemnation, are hereby assigned to Lender and shall be paid directly to Lender. Lender may apply or release the funds so received in the same manner and with the same effect as provided above for the disposition of insurance proceeds. Any applications of such proceeds to principal shall be in the inverse order of its maturity and shall not extend or postpone the due date of any installment under the Note or change the amount of such installment.

13. **Forbearance by Lender Not a Waiver.** Forbearance by Lender in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law shall not be a waiver, of, or preclude the subsequent exercise of any such right or remedy. The receipt by Lender of any past due installments under the Note or any other late payments of the Indebtedness shall not deprive Lender of the right to accelerate the maturity of the Indebtedness or of any other right of enforcement existing pursuant to the terms of this instrument. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness because of default hereunder.

14. **Grantor Not Released.** If Lender agrees for the benefit of any debtor to extend the time for payment or to modify the amortization of the Indebtedness or any part thereof, Lender's action shall not release in any manner the continuing liability of Grantor or any other person on the Indebtedness. Grantor shall have no right to require Lender to initiate proceedings against any obligor on the Indebtedness, or refuse to extend the time for payment by such person, or to refuse otherwise to modify the amortization of any of the Indebtedness.

15. **Remedies Cumulative.** Every right and remedy provided in this Deed of Trust is distinct from and cumulative to every other right or remedy under this Deed of Trust or afforded by law or in equity. Every such right and remedy may be exercised concurrently, independently, or successively.

16. **Successors and Assigns Bound; Joint and Several; Captions.** The covenants and agreements herein contained and the rights arising hereunder shall inure to the benefit of the respective successors and assigns of Lender and shall be binding upon the respective heirs, successors and assigns of Grantor. All covenants and agreements shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions of this Deed of Trust.

17. **Notice.** Unless otherwise required by applicable law, any notice to Grantor provided for in this Deed of Trust shall be given by mailing such notice by certified mail, return receipt requested, addressed to Grantor at the Property's address or at such other address as may be designated by notice to Lender. Any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice. Any notice provided for in this Deed of Trust shall be deemed to have been given when sent in the manner designated herein.

18. **Severability.** In the event that any provision or clause of this Deed of Trust or the Note conflicts with any applicable law, the other provisions of the Deed of Trust and the Note are declared to be severable.

19. **Transfer of the Property; Lender's Consent.** If all or any part of the Property or any legal or equitable interest therein is voluntarily or involuntarily sold, conveyed in trust, or otherwise transferred, without Lender's prior written consent, Lender may, at its option, declare the Indebtedness to be immediately due and payable.

20. **Priority to This Deed of Trust; Future Advances; Extensions, Modifications and Renewals.** Any portion of the Indebtedness which is incurred after the execution of this Deed of Trust pursuant to any loan agreement referencing this Deed of Trust or which is evidenced by any instrument stating that said indebtedness is secured by this Deed of Trust, shall be defined as a Future Advance. This paragraph shall serve as notice to any subsequent encumbrance of the Property that Lender claims the priority of the lien of this Deed of Trust for all such Future Advances, as well as for all other obligations secured hereby. This paragraph shall also be notice that Lender reserves the right to modify, extend, consolidate, and renew the Indebtedness, or any portions thereof, and the rate of interest charged thereon, without affecting the priority of the lien created by this Deed of Trust.

21. **Waiver.** Grantor expressly agrees that Trustee, or his successor may execute the power of sale granted herein and the other powers and rights set forth herein without giving bond or taking oath. The Trustee shall not be liable to Grantor for any acts or omissions to act in the execution of his powers hereunder, except for such acts or omissions as constitute gross negligence or willful misconduct. Except in such instances of gross negligence or willful misconduct, neither the Trustee nor Lender shall be obligated to provide an accounting of any funds received or disbursed in connection with the payment of the Indebtedness or the administration, enforcement, or foreclosure of this trust. Grantor expressly waives all legal, equitable, and statutory rights of redemption, exemption or homestead, all rights arising by virtue of marriage, and all other similar exemptions and rights arising under or created by any applicable statute or judicial decision.

22. **Necessity of Writing.** The terms of this Deed of Trust may be modified in whole or in part only by a written instrument signed by Grantor and Lender and recorded in the Register's Office of the county in which this Deed of Trust is recorded. Any oral agreement to modify this instrument shall be void and of no force and effect.

23. **Joint and Several Obligations.** If Grantor and Borrower are not the same person(s), or entity, all of the covenants and requirements of this Deed of Trust shall be joint and several obligations of Grantor and Borrower.

24. **Acceleration; Remedies.** If Grantor or Borrower (a) shall pay the Indebtedness when due, according to its terms, (b) shall pay promptly all taxes, assessments, ground rents, and other charges against the Property when due, (c) shall keep up repairs, (d) shall keep the Property insured

as provided herein, (e) shall pay any and all other sums when due, as herein provided, and (f) shall otherwise perform all of the covenants and conditions contained herein, then this trust conveyance shall be of no further force or effect. In such case, Lender shall execute and record a release of this Deed of Trust at Grantor's expense. Otherwise, this trust conveyance shall remain in full force and effect and, at the option of the lawful owner and holder of the Indebtedness all remaining unpaid Indebtedness and all installments thereof shall be due and payable at once upon any of the following events of default:

a. Failure to pay the Indebtedness when due according to its terms and as required herein;
b. Breach of any covenant or agreement contained in this Deed of Trust and not related to payment of the Indebtedness, which breach is not cured within ten (10) days after Lender has given Grantor notice of such breach;
c. The voluntary or involuntary sale or other conveyance of the Property, or any portion thereof, or of any legal or equitable interest therein without the prior written consent of Lender, as required by paragraph 19 above;
d. Default under any loan agreement (Construction Loan and Security Agreement, Security Agreement, Note, Deed of Trust, etc.) entered into with Lender in connection with the Indebtedness;
e. Default under any obligation secured by a lien prior in right to the lien of this Deed of Trust;
f. The insolvency of Grantor or the commencement of legal or equitable proceedings under any bankruptcy, reorganization, insolvency, moratorium or other law or laws for the relief of Debtors, or any other laws related to Debtors whether commenced by Grantor or by some third party.

In any event of default as set forth above, Lender shall have the right to pursue all remedies available to it hereunder, at law or in equity. In addition, in the event of default, Trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three publications in any newspaper, daily or weekly of general circulation, published in the county wherein the Property is located, to sell the Property, or any part thereof, at the front door of the Courthouse in said county to the highest bidder for cash, at public outcry, free from all rights of redemption afforded by statute, equitable rights of redemption, exemption of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which are expressly waived. The Trustee or his successor in trust is further authorized and empowered to execute and deliver a deed to the purchaser at such sale. Lender may bid at any such sale. The purchaser at such sale shall be entitled to immediate possession of the Property upon the delivery to purchaser by Trustee of a deed for the Property. Prior to such sale, Trustee may enter and take possession of the Property, in which case, Trustee shall be accountable only for net rents actually received by Trustee. In the event of sale hereunder, the proceeds will be applied by Trustee as follows:

First – to pay all costs and charges of executing this trust, including attorney's fees and expenses of any litigation which may arise on account of the execution and enforcement of this trust;

Second – to pay the Indebtedness, or any balance thereof then remaining unpaid;

Third – the remainder to be paid to such parties as are legally entitled to it.

In the event of a sale of said Property under and by virtue of this trust, Grantor and all persons holding under Grantor shall be and become tenants at will of the purchaser of the Property from and after the execution and delivery of a deed to the purchaser, and shall pay the purchaser the reasonable rental value of the Property after the sale. Grantor's tenancy shall be terminated at the option of purchaser upon five (5) days' written notice.

If Grantor unsuccessfully challenges the validity of any such sale carried out pursuant to the terms of this Deed of Trust, Grantor shall pay the reasonable attorney's fees and other legal expenses incurred by Lender and Trustee in defending the validity of the sale.

25. **Substitute Trustee.** Lender, at Lender's option, may from time to time remove any trustee and may appoint a successor trustee 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, power and duties conferred upon the trustee herein and by applicable law.

26. **Joinder of Parties.** Hugh C. Howser, Jr., spouse of Melissa D. Howser, joins in the execution of this instrument for the purpose of conveying any interest he may have in the property by virtue of his marriage to Melissa D. Howser.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Trust as of the date first above written.

MELISSA D. HOWSER

HUGH C. HOWSER, JR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Melissa D. Howser, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged the execution of the within instrument for the purposes therein contained.

Witness my hand and seal, at Office, this 31st day of December, 2008.

Notary Public

My Commission Expires: _____

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2012

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Hugh C. Howser, Jr., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged the execution of the within instrument for the purposes therein contained.

Witness my hand and seal, at Office, this 31st day of December, 2008.

Notary Public

My Commission Expires: _____

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2012

Schedule "A"

Land in Davidson County, Tennessee, being Unit A, together with the appurtenant interest in the common elements of Belle Meade Highlands Townhomes, a horizontal property regime with private elements established by Declaration of record in Instrument No. 20081205-0117842, Register's Office for Davidson County, Tennessee said Unit being depicted on the Site Plan attached as Exhibit "B" to the aforementioned Declaration and being located upon Lot No. 24, Block J, on the Plan of 2nd Revised Plan, Highlands of Belle Meade No. 2 of record in Plat Book 1130, pages 71 and 72, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to HMJ Developers, LLC, a Tennessee limited liability company, by deed dated 10/08/07 from William R. Hostettler and wife, Monice M. Hostettler of record in Instrument No. 20071012-0121477, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Melissa D. Howser, married by Warranty Deed from HMJ Developers, LLC, a Tennessee limited liability company of record as Instrument # * _____, Register's Office for Davidson County, Tennessee.

* 20090122-0056960

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) 829-3903

Serial Number
962396813

For Optional Use by Recording Office

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

BILL GARRETT, Davidson County
Trans:T20130083671 LIENFTL
Recvd: 09/27/13 10:09 1 pgs
Fees:12.00 Taxes:0.00
20130927-0101671

Name of Taxpayer HUGH C HOWSER JR & MELISSA D KAYE

Residence 112 HEADY.DR
NASHVILLE, TN 37205-4414

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	12/31/2009	XXX-XX-3046	12/13/2010	01/12/2021	
1040	12/31/2009	XXX-XX-3046	07/16/2012	08/15/2022	46106.04
1040	12/31/2011	XXX-XX-3046	11/19/2012	12/19/2022	51812.56
				Total	$ 97918.60

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

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

the 20th day of September, 2013.

Signature
for P.A. BELTON

Title
ACS SBSE
(800) 829-3903

25-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is no... of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Of... 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

EXHIBIT
tabbies "B"

201806140057295

Davidson County RELFTL
Recvd: 03/23/16 15:49 4 pgs
Fees:22.00 Taxes:0.00
20160323-0027728

This certificate prepared by the Office of the Director, Specialty Collection Offers, Liens & Advisory, SBSE, of Internal Revenue at Nashville, Tennessee

Form 669-B (Rev. 01-2000)	Department of the Treasury – Internal Revenue Service CERTIFICATE OF DISCHARGE OF PROPERTY FROM FEDERAL TAX LIEN (Section 6325(b)(2)(A) of the Internal Revenue Code)

WHEREAS, Hugh C Howser Jr & Melissa D Kaye, of 112 Heady Drive, City of Nashville, County of Davidson, State of Tennessee, are indebted to the United States for unpaid internal revenue tax in the sum of Ninety-Seven Thousand Nine Hundred Eighteen and 60/100 Dollars ($97,918.60) plus any accrued penalties and interest as evidenced by:

Notice of Federal Tax Lien Serial Number	Recording Information	Date Recorded	Taxpayer Identification Number	Amount Shown on Lien
962396813	201309270101671	09/27/2013	xxx-xx-3046	$97,918.60

WHEREAS, to secure the collection of the tax, notice of the lien of the United States, attaching to all the property and rights to property of the taxpayer on account of the tax indebtedness, was filed with the Register of Deeds Office for the County of Davidson, in accordance with the applicable provisions of law.

WHEREAS, the lien of the United States, listed above, for the tax has attached to certain property described as:

Land in Davidson County, Tennessee, being Lot No. 88 on the Plan of Woodmont Estate, as of record in Plat Book 1130, page 99, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to Hugh C. Howser and wife Elizabeth Swope Howser, by Quitclaim Deed dated October 26, 2009 from Hugh C. Howser, Jr., of record in Instrument No. 20091120-0106871, Register's Office for Davidson County, Tennessee. Hugh C. Howser died on September 15, 2011 leaving Elizabeth Swope Howser as surviving tenant by the entirety. Elizabeth Swope Howser died on October 4, 2014 intestate. The Estate of Elizabeth S. Howser was filed for Administration in Docket No. 15P763, Probate Court for Davidson County, Tennessee. Hugh C. Howser, Jr., is the sole beneficiary and residuary distributee of The Estate of Elizabeth S. Howser. Letters of Administration were issued to Hugh C. Howser, Jr. Elizabeth Swope Howser and Elizabeth S. Howser are on and the same person.

WHEREAS, the Director, Specialty Collection Offers, Liens & Advisory, SBSE, of Internal Revenue has determined that the value of the interest of the United States in the previously mentioned property, under and by reason of the tax lien, amount to the sum of One Hundred Thousand Three Hundred Ninety-Nine and 58/100 Dollars ($100,399.58). In addition, under the provisions of section 6325(d)(2) of the Internal Revenue Code, the United States subordinates its tax lien to all reasonable and necessary expenses incurred in connection with the sale of the property or administration of the sale proceeds. I have determined that subordination of any interest will increase the amount collected and enhance collection of the tax liability. Therefore, I have authorized the issuance under provisions of section 6325(b)(2)(A) of the Internal Revenue Code, of a certificate discharging the above-described property from the tax lien of the United States upon payment of the sum of Seventy-Five Thousand Eight Hundred Forty-Eight and 08/100 Dollars ($75,848.08) The payment will be applied in part satisfaction of the liability as stated and which sum has been paid will be applied and the receipt of which sum by me is hereby acknowledged; Cheryl Cordero.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH, that I, Cheryl Cordero, Director, Specialty Collection Offers, Liens & Advisory, SBSE, of Internal Revenue, am charged by law with the duty of collecting and enforcing the collection of internal revenue taxes due the United States. I am also charged with the assessment as stated, and do, in accordance with the provisions of section 6325(b)(2)(A) of the Internal Revenue Code, discharge the property previously described from the tax lien.

I save and reserve, however, the force and effect of the lien against and upon all other property and rights to property to which the lien is attached, wheresoever situated.

WITNESS my hand at Nashville, Tennessee, on this, the 21st day of March, 2016.

Signature:	Title:
L. Dunn L. Dunn	Advisory Manager Group 1

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

Form 669-B (Rev. 01-2000)

True Copy Certification

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

KELLY E. COX

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, EILEEN K. HOPKINS, a notary public for this county and state, KELLY E. COX, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature
My Commission Expires: _____
Notary Seal:



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) 913-6050

Serial Number
251926317

For Optional Use by Recording Office

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

BILL GARRETT, Davidson County
Trans:T20170021302 LIENFTL
Recvd: 03/13/17 12:19 1 pgs
Fees:12.00 Taxes:0.00
20170313-0024448

Name of Taxpayer HUGH C HOWSER JR & MELISSA D KAYE

Residence 112 HEADY DR
NASHVILLE, TN 37205-4414

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	12/31/2012	XXX-XX-3046	11/18/2013	12/18/2023	23079.91
1040	12/31/2013	XXX-XX-3046	11/17/2014	12/17/2024	15902.90
1040	12/31/2014	XXX-XX-3046	11/16/2015	12/16/2025	18328.50
1040	12/31/2015	XXX-XX-3046	11/21/2016	12/21/2026	26432.58

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

Total $ 83743.89

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

the 07th day of March, 2017.

Signature Cheryl Cordero
for P.A. BELTON

Title
ACS SBSE
(800) 829-3903

25-00-0008

(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

NOTICE OF FORECLOSURE SALE

WHEREAS, Melissa D. Howser f/k/a Melissa D. Kaye and Hugh C. Howser, Jr. to the extent of any marital interest in the Property (defined below) (together, the "Grantor") conveyed to George E. Mudter, Jr., Trustee (the "Trustee") a *Deed of Trust* dated December 31, 2008, of record as Instrument No. 20090122-0005697, with *Warranty Deed* referenced in legal description corrected by Instrument No. 20180514-0045925 (collectively, the "Deed of Trust"), all in the Register's Office for Davidson County, Tennessee ("Register's Office"), to secure payment of certain debts and obligations as described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by MIDDLE TENNESSEE HOSPITAL SUPPLY, INC., a Tennessee corporation ("Lender"); and

WHEREAS, default has occurred under the Deed of Trust, and the Indebtedness has been declared due and payable, and the Indebtedness has not been paid; and

WHEREAS, Lender, the owner and holder of the Indebtedness, 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, J. Patrick Warfield and Madison L. Conquest (either of them acting alone or by a Designated Agent, the "Substitute Trustee") has been duly appointed as Substitute Trustee in the place and stead of George E. Mudter, Jr., Trustee, by instrument of record as Instrument No. 20180508-0044106, Register's Office;

NOW, THEREFORE, notice is hereby given that we, J. Patrick Warfield and Madison L. Conquest, Successor Trustee, pursuant to the power, duty and authority vested in and conferred upon us by the Deed of Trust, will on **Tuesday, June 12, 2018, at 10:30 a.m.** at the front door of the Davidson County Courthouse, One Public Square, Nashville, Tennessee 37201, offer for sale to the highest bidder for cash, and free from all rights of redemption afforded by statute, equitable rights of redemption, exemption of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which have been waived in the Deed of Trust, the following real property located in Davidson County, Tennessee (the "Property"):

Legal Description: Found at Instrument No. 20090122-0005697, Register's Office.
Common Description: Map-Par. No.: 130-01-0D-001.00-CO
Address: 112 Heady Drive, Nashville, TN 37205
Current Owner(s): Melissa D. Howser

A review of the records at the 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 Foreclosure:

Any and all unpaid ad valorem taxes payable to Metro Nashville and Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property; *Plan* of record at Plat Book 1130, Pages 71&72, Register's Office; *Declaration of Covenants, Conditions, Liens, Easements and Restrictions* of Belle Meade Townhomes, Inc. of record as Instrument No. 20081205-0117842, Register's Office; Internal Revenue Service by *Notices of*

EXHIBIT
tabbies
"C"

Federal Tax Lien of record at Instrument Nos. 20130927-0101671 and 20170313-0024448, Register's Office.

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 also be 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 any statutory rights of redemption not otherwise waived in the Deed of Trust, including 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 notice required by 26 U.S.C. § 7425 to be given to the United States with respect to each of the above-listed Notices of Federal Tax Lien(s) has been timely given; the foreclosure sale will be subject to the right of the United States to redeem the land as provided for in 26 U.S.C. § 7425.

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.** Neither Substitute Trustee nor Lender will make any covenant of seisin or warranty of title, express or implied, and will sell and convey their interests in the Property only, by Substitute Trustee's Deed from Substitute Trustee.

The right is reserved to postpone or adjourn the sale, to sell the Property with or without division if the Property consists of more than one parcel, and to sell to the second highest bidder in the event the highest bidder does not comply with the terms of the sale.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. J. Patrick Warfield and Madison L. Conquest, Substitute Trustee, BURR & FORMAN LLP, 222 Second Avenue South, Suite 2000, Nashville, Tennessee 37201, (615) 724-3200; File No.: 29209-2. Publication Dates: 5/18/2018, 5/25/2018 & 6/1/2018.

True Copy Certification

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

Kristie Putman

Signature

State of Tennessee

County of Davidson

Personally appeared before me, KAREN HILLEBRAND a notary public for this county and state, Kristie Putman, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Karen H Hillebrand

Notary's Signature

My Commission Expires: 1/3/22

Notary' Seal (if on paper)

