

The parties to this instrument are hereby notified of their responsibility to immediately record this instrument in the Office of the Register of Deeds of Loudon County, Tennessee.

This instrument was prepared based upon information furnished by the parties. No title search has been made concerning this real estate and this firm makes no representation as to title, ownership, taxes or transferability.

THIS DEED PREPARED BY DOUGLAS N. BLACKWELL II, ATTORNEY
PO BOX 1455 CLEVELAND, TENNESSEE 37364

TAX ID NO. 0786-C-036

SEND TAX
NOTICES TO: Peoples Bank of East Tennessee
Attn: Jim McDonald
19 Main Street
Englewood, TN 37329

SUBSTITUTE TRUSTEE'S DEED

THIS DEED made and entered into this 30th of July, 2009, by and between DOUGLAS N. BLACKWELL, Substitute Trustee, as hereinafter stated, Party of the First Part, and Peoples Bank of East Tennessee ("PBET"), Party of the Second Part.

WITNESSETH:

That whereas PBET executed to Douglas N. Blackwell II, Substitute Trustee as noted in Book T1027, Page 641, upon the lands hereinafter described, by Deed of Trust from Mario D. Rivello to PBET on 11-23-05 recorded in Book 846, page 130 in the Register's Office of Loudon County, Tennessee, and

Whereas, the indebtedness thereby securing being overdue and unpaid, and the holder of said indebtedness having called upon said Substitute Trustee after due advertisement as required by law, and the terms of the Trust Deed, did sell in front of the main door of the Loudon County, Tennessee Courthouse on July 28, 2009 at 1:00pm, when and where, PBET became the last and highest bidder at the price of \$50,000.00.

Now, therefore, the said Douglas N. Blackwell, acting as Substitute Trustee as aforesaid, in consideration of the premises and the sum of \$50,000.00, to him and to him paid, has bargained and sold and by these presents does bargain, sell and convey unto the said PBET the land sold as aforesaid property described as follows:

Located in the Fourth (4th) Civil District of Loudon County, Tennessee and more particularly described s follows:

BEING known and designated as LOT 1056, RARITY BAY SUBDIVISION, PHASE XI, as shown on plat of record in Plat Cabinet E, Slides 42 and 43, to which specific reference is made for more particular description.

This property is subject to all easements, restrictions and covenants of record, including but not limited to Declaration of Covenants, Conditions and Restrictions of record in Trust Book 495, page 976, and Trust Book 444, page 248, Loudon County Register of Deeds.

This Property (define term above) is also subject to the following requirement regarding the Rarity Bay Golf and Country Club (the "Club"):

Mandatory Social Membership: The Grantee shall be a "Social Member" of the Club, as such membership is defined in the Membership Plan (the "Plan") for the Club. There shall be only one (1) Social Membership associated with this conveyance of property. If there is more than one Grantee, all co-Grantees shall be subject to the usage requirements established by the Club in the Club's sole discretion from time to time. The Grantee will be subject to the by-laws, rules, regulations, and charges of the Club and already applied for and been approved for a Social Membership at the Club. The Social Membership shall entitle the Grantee and his or her family and guests to Membership privileges at the Club in accordance with the Plan. The Social Membership includes only limited golfing privileges at the Club as set forth in the Plan, and the Club may eliminate all golf privileges for Social Membership in its discretion. Grantee shall have no right of reimbursement or refund for initiation fees or deposits related to the Social Membership, and the Social Membership is non-transferable except in connection with the sale of the property relating to such Social Membership.

The Club shall be entitle to charge and collect dues directly from the Grantee on an annual basis ("Social Membership Dues"), prorated from the date of this Warranty Deed. The Social Membership Dues shall be payable by Grantee to the Club without setoff, diminution or abatement for any reason. Grantee, by accepting this Warranty Deed as well as entering into a contract of sale for the property conveyed by this Warranty Deed, is deemed to have notice of liability for these Social Membership Dues and to covenant and agree to pay these assessments. All such Social Membership Dues or other charges, together with interest not to exceed the maximum rate allowable by law, late charges of ten percent (10%) per annum, or the highest amount allowable by law, whichever is greater, costs of collection, and reasonable attorneys fees shall be the personal obligation of the Grantee at the time the Social Membership Dues or other charges arose. Upon a transfer of title to property, the Grantee shall be jointly and severally liable for any Social Membership Dues and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to the property by exercising the remedies provided in its Mortgage shall be liable for unpaid Social Membership Dues or other charges which accrued prior to such acquisition of title. Grantee shall not be exempt from liability for Social Membership Dues by non-use of the Club, abandonment of the Unit, or any other means, except as may be provided in the Club's membership

program. The obligation to pay Social Membership Dues is a separate and independent covenant on the part of Grantee.

The Basic Social Membership Dues for the year 2004 shall be in the amount of \$852.15 per year. The Club shall be entitled to increase the Social Membership Dues.

The Club shall have a lien against the Property to secure payment of delinquent Social Membership Dues, as well as interest at a rate to be set by the Club (subject to the maximum interest rate limitations of Tennessee law), costs of collection and reasonable attorney's fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (iii) the lien(s) of the Association (as such term is defined in the "Declaration") pursuant to the Declaration, regardless of the date of recording of such lien(s). The Club's lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure as permitted under Tennessee law.

The sale or transfer of the Property shall not affect the Club's assessment lien nor relieve the Property from the lien for any subsequent Club assessments. A Mortgage or other purchaser of the Property who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for Social Membership Dues due prior to such acquisitions of title.

The Club will offer a variety of memberships over and above the mandatory Social Membership. Grantee may upgrade their mandatory Social Membership pursuant to the Plan, by-laws, and rules and regulates of the Club, as amended from time to time. If the Grantee upgrades his or her Social Membership, he or she shall receive a credit against the required Social Membership Dues upon the payment of dues related to the upgraded membership category, but shall not be excused from paying Social Membership Dues. If Grantee terminates such upgraded membership, the Social Membership and the obligation to pay Social Membership Dues, shall continue and shall not be terminated.

With the hereditaments and appurtenances thereto appertaining, hereby releasing, if applicable, all claims to homestead and dower therein.

Together with the Mandatory Social Membership of the Club for Rarity Bay Golf and Country Club, as fully described in Deed Book 284, Page 92, in the Register's Office of Loudon County, Tennessee.

Commonly known as Hummingbird Drive, Vonroe, Tennessee 37385, but such is not included in the legal description.

For prior title, see Deed Book 284, Page 92, Register's Office of Loudon County, Tennessee.

Substitute Trustee conveys said property only as Substitute trustee without warranties of title and subject to any unpaid taxes and homeowners fees dues.

In Testimony Whereof, the said Douglas N. Blackwell II, Substitute Trustee, has hereunto set his signature on the day and year first above written.

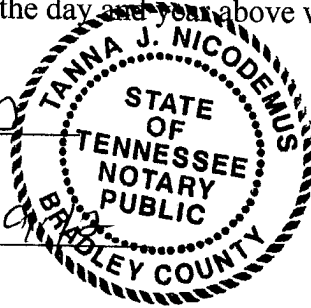
D N Blackwell II
DOUGLAS N. BLACKWELL II
SUBSTITUTE TRUSTEE

**STATE OF TENNESSEE,
COUNTY OF BRADLEY**

On this 30th day of July, 2009, before me personally appeared DOUGLAS N. BLACKWELL II, SUBSTITUTE TRUSTEE, to me known to be the person described herein and who executed the foregoing instrument for the purposes therein state and that he executed the same as his free act and deed.

WITNESS my hand and Seal the day and year above written.

Janna J. Nicodemus
NOTARY PUBLIC



My Commission Expires: 6-7-2012

BK/PG: D335/670-673	
09008174	
4 PGS : AL - TRUSTEE DEED	
TRACIE BATCH: 68416	
08/06/2009 - 01:31:26 PM	
VALUE	50000.00
MORTGAGE TAX	0.00
TRANSFER TAX	185.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	208.00

STATE OF TENNESSEE, LOUDON COUNTY
TRACIE LITTLETON
REGISTER OF DEEDS

AFFIDAVIT OF VALUE

The undersigned hereby makes oath that \$50,000.00 is the greater of the actual consideration or value of the property hereinabove described as of the date of this instrument.

Jim McDonald
AFFIANT, Jim McDonald,
Peoples Bank of East Tennessee

SWORN TO AND SUBSCRIBED before me this the 6th day of August, 2009.

Sondra Denton
NOTARY PUBLIC

My Commission Expires July 20, 2011

