

COPY

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 Monroe 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. 029J-A-062 and 029B-B-060

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 June, 2010, by and between DOUGLAS N. BLACKWELL II, Substitute Trustee, as hereinafter stated, Party of the First Part, and Peoples Bank of East Tennessee (hereafter "PBET"), Party of the Second Part.

WITNESSETH:

That whereas PBET executed to Douglas N. Blackwell II, Substitute Trustee as noted in Book M210, Page 703 upon the lands hereinafter described, by Deed of Trust from Thomas Tapscott a/ka Thomas W. Tapscott and Audrey Tapscott a/ka/ Audrey Darling Tapscott to PBET on or about 4/24/2006 recorded in Book S-22, Page 604 and modified in Book E-25, Page 116 and Book T-27, Page 273 in the Register's Office of Monroe 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 Monroe County, Tennessee Courthouse on June 29, 2010 at 1:40pm, when and where, PBET became the last and highest bidder at the price of \$100,000.00.

Now, therefore, the said Douglas N. Blackwell II, acting as Substitute Trustee as aforesaid, in consideration of the premises and the sum of \$100,000.00, 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 and attachments as aforesaid property described as follows:

TRACT ONE:

IN THE SIXTH CIVIL DISTRICT OF MONROE COUNTY, TENNESSEE:

Lot 62, PHASE NO. 1, SECTION "D", HARBOUR PLACE ON LAKE TELLICO, as shown by plat of record in Plat Cabinet C, Page 200, in the Register's Office of Monroe County, Tennessee.

This conveyance is subject to Declaration of Covenants, Conditions and Restrictions for Harbour Place on Lake Tellico, recorded in Misc. Book 105, Page 200 in the Office of the Register of Deeds for Monroe County, Tennessee.

This conveyance is also made subject to all applicable restrictions, conditions, limitations, easements and covenants in favor of the United States of America, (U.S.A.), Tennessee Valley Authority, (TVA), and the Tellico Reservoir Development Agency (TRDA), as referenced in Deed Book 163, Page 461 and in Deed Book 180, Page 418, and as referenced in Misc. Book 57, Page 363, Misc. Book 91, Page 51, Misc. Book 62, Page 521 and Agreement dated September 18, 1985, and amendment dated March 20, 1986, between The Tellico Reservoir Development Agency (TRDA) and Seven C's, Inc.

There is included with this conveyance, a one-eighth (1/8th) undivided interest in a common boat dock, said boat dock to be used by the owners of Lots 55, 56, 57, 58, 59, 60, 61 and 62, together with an easement to the lake to access same across Common Area Number Five (5) as shown on that aforesaid Plat.

For prior title see Deed recorded in Deed Book 313, Page 298, in the Register's Office of Monroe County, Tennessee.

THIS CONVEYANCE MADE SUBJECT TO THE FOLLOWING:

All notes, stipulations, restrictions, easements, conditions, and regulations as set out on recorded plat.

Any governmental zoning and subdivision ordinances in effect thereon.

Any covenants, conditions, restrictions, reservations or easements of record.

Restrictions as set out in instrument recorded in Misc. Book 105, Page 200, in the Register's Office of Monroe County, Tennessee, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

TRACT TWO:

IN THE SIXTH CIVIL DISTRICT OF MONROE COUNTY, TENNESSEE:

BEING WITHIN THE CITY OF VONORE, AND BEING ALL OF LOT 109, OF TELLICO HARBOR SECTION A, as shown by map of the same of record in Plat Cabinet C, Slide 6, in the Register's Office for Monroe County, Tennessee, to which map specific reference is hereby made for a more particular description thereof.

For prior title see Deed recorded in Deed Book 303, Page 102, in the Register's Office of Monroe County, Tennessee.

Restrictions as set out in instrument recorded in Plat Cabinet C, Slide 6, Misc. Book 71, Page 369, Misc. Book 72, Page 68, Misc. Book 72, Page 68, Misc. Book 72, Page 457, Misc. Book 57, Page 363, Misc. Book 62, Page 521, Misc. Book 91, Page 57, Deed Book 163, Page 461 and Deed Book 180, Page 418, in the Register's Office of Monroe County, Tennessee, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

All notes, stipulations, restrictions, easements, conditions, and regulations as set out on recorded plat.

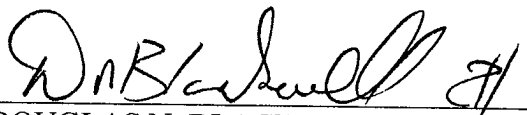
Any covenants, conditions, restrictions, reservations or easements of record.

Any governmental zoning and subdivision ordinances in effect thereon.

Commonly known as: Tract One – Lot 62, Indian Shadows Drive, Maryville, TN 37801, Tract Two – Lot 109, Tomahawk Trail, Vonore, TN 37885, but such is not included in the legal description.

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.



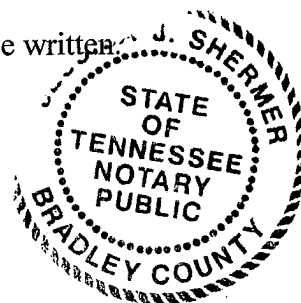
DOUGLAS N. BLACKWELL II
SUBSTITUTE TRUSTEE

**STATE OF TENNESSEE
COUNTY OF BRADLEY**

On this 30th day of June, 2010, 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:

Jessica J. Shermer
NOTARY PUBLIC
My Commission Expires: *June 16, 2012*



AFFIDAVIT OF VALUE

The undersigned hereby makes oath that \$100,000.00 is the greater of the actual consideration or value of the property hereinabove described as of the date of this instrument.

AFFIANT, Jim McDonald, VP
Peoples Bank of East Tennessee

SWORN TO AND SUBSCRIBED before me this the ____ day of _____, 2010.

NOTARY PUBLIC

My Commission Expires: _____