

NOTICE OF FORECLOSURE SALE

Sparta Homes, LLC, a Tennessee limited liability company (the "Borrower") conveyed to Thomas F. Baker, IV, as Trustee real property in Hamilton County, Tennessee by (1) Deed of Trust dated August 9, 2006, recorded on August 16, 2006 in Book 8050, page 199 in the Register's Office of Hamilton County, Tennessee, (2) Deed of Trust dated June 1, 2007, recorded on June 7, 2007 in Book 8364, page 583 in said Register's Office; and (3) Deed of Trust dated July 27, 2007, recorded on July 31, 2007 in Book 8421, page 538 in said Register's Office, as modified by Amendment to Deed of Trust dated April 30, 2008, recorded on May 1, 2008 in Book 8655, page 646 (collectively, the "Deeds of Trust"), to secure payment and performance of the debts and obligations described in the Deeds of Trust .

First Tennessee Bank National Association (the "Bank") is the owner and holder of the debts and obligations secured by and the beneficiary of the Deeds of Trust.

By instruments recorded in Book 9032, pages 318, 319, and 320 in said Register's Office, the Bank, as such owner, holder and beneficiary, appointed Justin M. Sveadas as Substitute Trustee.

Default has been made in the payment of debts and obligations secured by the Deed of Trust. The Bank, as owner and holder of the debts and obligations secured by the Deed of Trust, has declared the entire balance due and payable and has instructed the Substitute Trustee to foreclose the Deed of Trust in accordance with its terms and provisions.

NOW, THEREFORE, on **Friday, June 11, 2010, commencing at 10:30 a.m.** at the west entrance of the Hamilton County Courthouse on Walnut Street in Chattanooga, Hamilton County, Tennessee, and **adjourning to Saturday, June 12, 2010, at 10:30 a.m.** at the site of the property, the Substitute Trustee will offer for sale and sell at public auction to the highest and best bidder for cash the property therein conveyed, known as **2301 Dogwood Grove Circle, 2313 Dogwood Grove Circle, 2325 Dogwood Grove Circle, 2337 Dogwood Grove Circle, 2349 Dogwood Grove Circle, 2361 Dogwood Grove Circle, 4517 Sunny Bear Way, 4500 Sunny Bear Way, 2385 Dogwood Grove Circle, 2397 Dogwood Grove Circle, 4417 Sparta Way, 4422 Sparta Way, 4414 Sparta Way, 4406 Sparta Way, 2445 Dogwood Grove Circle, 2324 Dogwood Grove Circle, 2312 Dogwood Grove Circle, 2300 Dogwood Grove Circle, and 2350 Dogwood Grove Circle, Signal Mountain, Tennessee 37377**, and described as follows:

A tract of land in the City of Signal Mountain, Third Civil District of Hamilton County, Tennessee, being more particularly described as follows: COMMENCING at a point where the centerline of Sam Powell Trail and Shackleford Ridge Road intersect; thence South 10 degrees 59 minutes 16 seconds East a distance of 88.22 feet, more or less, along the centerline of Shackleford Ridge Road to a point; thence North 79 degrees 00 minutes 44 seconds East a distance of 25.00 feet to an existing iron rod found, said iron is located on the Eastern margin of Shackleford Ridge Road at Tennessee State Grid Coordinates of North = 302,045.166 and East = 2,159,922.163 North American Datum 1983 (N.A.D. 83), all bearings are based on said system, all distances are horizontal ground, said existing iron rod marks the Northwest corner of the property and the POINT OF BEGINNING; thence North 81 degrees 31 minutes 04 seconds East, a distance of 399.13 feet to an existing iron rod found; thence North 64 degrees 17 minutes 26 seconds East, a distance of 593.62 feet to an iron rod set, said iron rod marks the Northeast corner of the property; thence South 11 degrees 07 minutes 10 seconds East, a distance of 1,068.60 feet to an existing iron rod found, said iron rod marks the Southeast corner of the property; thence North 61 degrees 01 minute 10 seconds West, a distance of 920.62 feet to an existing iron rod found; thence North 85 degrees 27 minutes 24 seconds West a distance of 282.90 feet to an existing iron rod found, said iron rod is located on the Eastern margin of Shackleford Ridge Road and marks the Southwest corner of the property; thence with a curve to the left (counter clockwise) along the Eastern margin of Shackleford Ridge Road an arc distance of 31.94 feet, a delta angle of 10 degrees 02 minutes 37 seconds, a radius of 182.20 feet, a tangent of 16.01 feet, and a chord of North 05 degrees 57 minutes 58 seconds West a distance of 31.90 feet to an iron rod set at the point of tangency; thence North 10 degrees 59 minutes 16 seconds West, a distance of 236.29 feet along the Eastern margin of Shackleford Ridge Road to the POINT OF BEGINNING. Said property herein described contains 12.918 acres, more or less, as shown on map of survey of Barge, Waggoner, Sumner, and Cannon, Inc., entitled ALTA/ACSM Land Title Survey and is surveyed by Wilburn Holden, RLS No. 1826, dated June 30, 2006, and having project number 32846-01. SUBJECT TO any governmental zoning and subdivision ordinances or regulations in effect thereon. BEING THE SAME property conveyed to Sparta Homes, LLC by Warranty Deed dated August 11, 2006, recorded in Book 8050, page 196 in the Register's Office of Hamilton County, Tennessee.

LESS AND EXCEPT Lots 7, 12, 17, 18, and 20, Dogwood Grove Subdivision, as shown on plat of record in Plat Book 89, page 19 in said Register's Office.

The sale shall be in bar of all rights and equities of redemption, statutory and otherwise, homestead, dower and all other rights or exemptions of every kind, all of which are expressly waived in the Deed of Trust, but subject to the following: (a) unpaid taxes against the property; (b) recorded easements, restrictions, conditions, covenants, rights-of-way or subdivision plats affecting the property; (c) dedication of roads affecting the property and applicable governmental zoning and subdivision ordinances and regulations, (d) prior or superior liens, judgments, deeds of trust or other interests of record; and (e) matters that an accurate survey of the property might disclose.

Notice has been given pursuant to the provisions of 26 U.S.C. § 7425(c) and Reg. § 301.7425-1, and T.C.A. §§ 50-7-404(i)(2)(B) and 67-1-1433(b)(2) and Rule 1320-2-1-.35, if applicable.

The Property Is To Be Sold Without Covenants Or Warranties, Whether Express Or Implied, Including Without Limitation, Warranties Of Merchantability Or Fitness For A Particular Use Or Purpose.

The following items, recorded in said Register's Office, may be adversely affected by the foreclosure sale: (1) Notice of Lien of Stein Construction Co., Inc. recorded on March 4, 2008 in Book 8605, page 575; (2) Tennessee Deed of Trust from Sparta Homes, LLC for the benefit of Interior Trim & Supply, Inc., recorded on June 30, 2008 in Book 8704, page 64; (3) Notice of Lien of Integro Pools recorded on September 24, 2008 in Book 8766, page 551; (4) Claim of Lien of Walden's Ridge Utility District recorded on June 1, 2009 in Book 8940, page 157; (5) Claim of Lien of Walden's Ridge Utility District recorded on June 1, 2009 in Book 8940, page 159; (6) Deed of Trust from Sparta Homes, LLC for the benefit of Henderson, Hutcherson & McCullough, PLLC, recorded on August 27, 2009 in Book 9006, page 42; (7) Judgment in favor of CMC Publications, LLC, recorded on October 16, 2009 in Book 9038, page 494; and (8) Judgment in favor of Electric Power Board, an independent board of the City of Chattanooga, Tennessee, recorded on October 19, 2009 in Book 9039, page 467.

Substitute Trustee, at his sole discretion, at the time and place appointed above for the sale, to accomplish the most advantageous sale and consequent discharge of his trust obligation under the circumstances, reserve the right to do any or all of the following:

1. Postpone the sale of all or any portion of the property by public announcement at such time and place of sale, and from time to time thereafter postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and, without further notice, make such sale at the time and place fixed by the last postponement, or in his discretion, give a new notice of sale.
2. Appoint an agent to sell the property in accordance with the power of sale contained in the Deeds of Trust and to take other action which the Substitute Trustee may take thereunder.
3. Elect to delay the sale for a reasonable time during regular business hours on the same day to be continued at the same place at the announced time in order to enable any bonafide bidder to determine and submit a bid, so long as no potential purchaser is thereby precluded from placing a bid.
4. Elect to sell the property in any other manner or manners as may accomplish the most advantageous sale and consequent discharge of his trust obligation under the circumstances.

The failure of the high bidder to close this sale shall be cause for rejection of the bid, and if the bid is rejected, the Substitute Trustee shall have the option of making the sale to the next highest bidder who is capable and willing to comply with the terms thereof. The proceeds of the sale will be applied as provided in the Deed of Trust.

/s/ Justin M. Sveadas, 633 Chestnut Street, Suite 1800, Chattanooga, Tennessee 37450, (423) 756-2010.