

TRUSTEE'S NOTICE OF SALE

WHEREAS, by Deed of Trust dated the 31st day of January, 2007, of record in Instrument No. 200702050063126, as modified in Instrument No. 200708150014699, as modified in Instrument No. 200802120060224, and again modified in Instrument No. 200806230096158, in the Register's Office for Knox County, Tennessee, **THE SPIVEY GROUP, INC.** (the "Grantors") conveyed to J. Michael Winchester, Trustee, the hereinafter described real estate to secure the payment of Grantors' Promissory Note described therein owing to First Tennessee Bank National Association (the "Lender"); and

WHEREAS, default has been made in the payment of said indebtedness, now past due, the entire balance of which having been declared due and payable in accordance with the terms of said Note and Deed of Trust, and the Lender as owner and holder of said Note has directed me, the undersigned Trustee, to foreclose said Deed of Trust in accordance with the terms thereof and to sell said real estate.

NOW, THEREFORE, by virtue of the authority vested in me by said Deed of Trust, I will offer to sell and sale the following described property AT PUBLIC AUCTION on the **6th day of June, 2009**, at the hour of **11:00 a.m.** local time, at the Knox County Courthouse being designated as the Northernmost entrance to the City-County Building, 400 Main Street, Knoxville, Tennessee, whereupon the sales will be adjourned and reconvened and conducted at **1:00 p.m.** local time **ON SITE** of said Real Property or adjacent thereto at the street address of Lot 75 Reagan Landing, 10341 Ivy Hollow Dr., Knoxville, TN 37931 to the last, highest and best bidder FOR CASH (on such terms as announced at sale), SUBJECT, HOWEVER, TO SUCH PRIOR ENCUMBRANCES, EASEMENTS, LEASES, OBJECTIONS, CONDITIONS, RESTRICTIONS, OUT-CONVEYANCES, *AD VALOREM* PROPERTY TAXES (current and delinquent), and PRIORITY TAX LIENS (IF ANY) AS MAY APPEAR OF RECORD, the following described real estate (the "Real Property"):

SITUATED in District No. Six (6) of Knox County, Tennessee, and located on the east side of Reagan Road, and being more particularly described as Lot 45 as shown on final plat of Reagan Landing Subdivision, of record as Instrument No. 200508190016393 in the Register's Office for Knox County, Tennessee.

Being the same property conveyed to THE SPIVEY GROUP, INC by deed dated January 31, 2007, from KIRBY ASSOCIATES, INC, of record in Instrument No. 200702050063125, in the Register's Office of Knox County, Tennessee.

Subject to all applicable restrictions, covenants, conditions, easements, building setback lines and all other matters of record and as shown on the recorded map or plat referenced above.

Tax Map No. 090P-A-045

Said property bears the street address of **Lot 45 Reagan Landing, 10378 Ivy Hollow Dr., Knoxville, TN 37931**, but the street address is not part of the legal description of the foreclosing instrument. In the event of a discrepancy between the street address and the legal description, the legal description of the Deed of Trust shall control.

The Real Property will be sold AS IS WHERE IS with no warranties or representations of any kind, express or implied, and including warranty for a particular purpose. The aforesaid sale

may be held in connection with other sales or postponed to a later time or date by oral announcement at the time and place of the published sale or cancelled without further written notice or publication. Oral and/or posted announcements at time of sale shall be binding on the parties to the sale.

The Trustee may sell all or any portion of the interest in the Real Property together as a whole, or in lots or tracts, or by parcels individually, or designate Real Property withdrawn therefrom, and in such order or groupings as announced at sale, and no such successive sales shall exhaust the power of sale. Further, any Real Property may be withdrawn from sale and any such Real Property described in the Deed of Trust not sold at such sale for any reason shall remain subject to the lien and the terms of said Deed of Trust and any related collateral documents and the power of sale therein. Any conveyance of the interest in the Real Property shall be by Trustee's Deed (and by Contract of Sale) and such other terms as announced at the time of sale.

The undersigned reserves the right to take or accept the next highest or best bid at such sale should the last and highest bidder fail or refuse to comply with the terms of sale for any reason. In such event, the undersigned shall also reserves the right to reopen the bidding or republish and sell said Real Property at the option of the undersigned. The Lender may bid on said Real Property. The successful purchaser (except the Lender) shall sign a contract or deed at the time of sale to confirm the highest bid and terms of sale. The Trustee reserves the right to conduct the sale by or through his agents or attorneys acting in his place or stead, including the use of an auctioneer.

OTHER INTERESTED PARTIES:

1. Brown, King, Spivey Group, Inc., & David N. King & Anthony Brown (Instrument No. 200812180038266)
2. Dixie Kitchen Distributors, Inc. (Instrument No. 200901210044782)
3. Roofing Supply Group of Knoxville (Instrument No. 200904060063637)

Witness my hand this ____ day of May, 2009.

J. Michael Winchester, Trustee

Winchester, Sellers, Foster & Steele, P.C.
Suite 1000, First Tennessee Plaza
800 South Gay Street
Knoxville, Tennessee 37929
(865) 637-1980
File No. 155.0144.L45

PUBLISH DATES:

May 14, 2009

May 21, 2009

May 28, 2009