

## SUCCESSOR TRUSTEE'S NOTICE OF SALE

WHEREAS, by Deed of Trust dated the 28<sup>th</sup> day of December, 1995, of record in Deed Book 21A, page 450, executed by **REGENCY VENTURES, INC.** and subsequently modified and assumed by **JOHN ROBERT BIDDLE and wife, MITZI M. BIDDLE** (collectively the "Grantor"), pursuant to Loan Assumption Agreement dated the 11<sup>th</sup> day of June, 1999, and recorded in Book 146A, page 36, in the Register's Office for Greene County, Tennessee, conveyed to Larry R. Estep, Trustee, the hereinafter described real estate to secure the payment of Grantor's Promissory Note and other obligations described therein owing to **FIRST TENNESSEE BANK NATIONAL ASSOCIATION** (the "Lender"); and

WHEREAS, **J. MICHAEL WINCHESTER** of Knoxville, Knox County Tennessee was appointed and designated Successor Trustee under the aforesaid Deed of Trust pursuant to the terms and conditions of said Deed of Trust by the Lender, said Appointment of Successor Trustee being recorded in the aforesaid Register's Office; 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 owner and holder of said Note has directed me, the undersigned Successor 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, on the **14<sup>th</sup> day of August, 2010**, at the hour of **10:00 a.m.** local time (or as soon thereafter as possible), I will commence a public auction and sale at or near the front door of the Greene County Courthouse in Greeneville, Tennessee, whereupon the sale will be adjourned, reconvened, and conducted at **10:30 a.m.**, local time, on said date **ON SITE** of said Real Property or adjacent thereto at the street address of 200 Regency Parke, Greeneville, TN 37745, and later confirmed at the Courthouse door, and will sell the herein described Real Property **AT PUBLIC AUCTION** to the last, highest and best bidder **FOR CASH** and/or on such other terms as announced at sale, free from all equitable rights of redemption, statutory right of redemption, homestead, dower, and all other exemptions and redemptive rights of every kind, all of which were expressly waived and surrendered by the terms of said Deed of Trust, **SUBJECT, HOWEVER, TO SUCH PRIOR ENCUMBRANCES, EASEMENTS, LEASES, OBJECTIONS, CONDITIONS, RESTRICTIONS, OUT-CONVEYANCES, ASSESSMENTS, AD VALOREM TAXES** (current and delinquent), and **PRIORITY TAX LIENS (IF ANY) AS MAY APPEAR OF RECORD**, the following described real estate (the "**Real Property**"):

**TRACT NO. 1:** SITUATE in the 10<sup>th</sup> Civil District of Greene County, Tennessee, and being Tract Nos. 3, 4, 5, 6, 7, 8, a portion of 9, and 10 of the Flora Stanbery Property, as surveyed by D.C. Bowman, April, 1976, and more particularly described as follows:

BEGINNING at a point on the northeast right of way line of Mt. Bethel Road and corner to Tract No. 2; thence with the line of Tract No. 2, North 50 deg. 51 min. East 329.2 feet to a point; thence South 87 deg. 43 min. East 586.0 feet to a bolt in a post in the right of way line of Mike Avenue, South 34 deg. 07 min. West 23.53 feet to a point; thence continuing with the right of way line of Mike Avenue, South 87 deg. 40 min. East 95.67 feet to a point; thence South 35 deg. 26 min. West 675.23 feet to a point; thence North 39 deg. 09 min. West 62.1 feet to a point; thence with the line of Tract No. 9 South 50 deg. 51 min. West 200.0 feet to a point in the northeast right of way line of Mt. Bethel Road; thence with the right of way line of Mt. Bethel Road

North 29 deg. 06 min. West 156.73 feet to a point; thence continuing with the right of way line of Mt. Bethel Road on a curve North 31 deg. 38 min. West 33.04 feet, thence continuing with the right of way line of Mt. Bethel Road, on a curve North 36 deg. 36 min. West 33.3 feet to a point; thence with the right of way line of Mt. Bethel Road North 39 deg. 09 min. West 354.73 feet to the point of BEGINNING.

**TRACT NO. II:** SITUATE in the 10<sup>th</sup> Civil District of Greene County, Tennessee, and being a part of Tract No. 9 of the Flora Stanbery Property, as surveyed by D.C. Bowman, April, 1976, and being more particularly described as follows:

BEGINNING on a stake in the northeast right of way line of Mt. Bethel Road and corner to Belmont Acres Subdivision, and running thence with Mt. Bethel Road, North 29 deg. 06 min. West 125.2 feet to a stake corner to Tract 8, and running thence with Tract 8 North 50 deg. 51 min. East 200.0 feet to a stake; thence South 39 deg. 09 min. East 62.1 feet to a stake in the line of Belmont Acres Subdivision; thence with said Subdivision South 35 deg. 26 min. West 230.13 feet to the BEGINNING.

BEING the same property conveyed to Regency Ventures, Inc., by the terms of a warranty deed of Donald V. Tucker, Jr., of record in Deed Book 21A, page 447, in the Register's Office for Greene County, Tennessee.

ALSO BEING part of that property conveyed to John Robert Biddle and wife, Mitzi M. Biddle, by deed from Regency Ventures, Inc., dated December 31, 1998, and recorded in Book 125A, Page 697, in the Register's Office for Greene County, Tennessee.

SUBJECT TO any prior Releases of units or other property from said Deed of Trust and to covenants, conditions, and restrictions set forth in a Master Deed recorded in Deed Book 62A, page 1115, as modified in Book 441A, page 419, and Deed Book 62A, page 1150, in said Register's Office, except as otherwise announced at the time of sale.

Tax Map CLT Nos. 099GE-021.00C 212, 099GE-021.00C 214, 099GE-021.00C 216, 099GE-021.00C 220, 099GE-021.00C 222, 099GE-021.00C 224, 099GE-021.00C 232, 099GE-021.00C 234 and 099GE-021.00C 241.

Said properties bear the street addresses of **212, 214, 216, 220, 222, 224, 232, 234 and 241 Regency Parke, Greeneville, TN 37745**, but the street addresses are not part of the legal description of the foreclosing instrument. In the event of a discrepancy between the street addresses and the legal descriptions, the legal descriptions of the Deed of Trust shall control. **Said Real Property does not include an owner-occupied residence pursuant to T.C.A. §35-5-117.**

The Successor 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 Successor Trustee's Deed (and by Contract of Sale) and such other terms as announced at the time of sale.

The 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 sales 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 undersigned reserves the right to take or accept the next highest or best bid at such sales should the last and highest bidder fail or refuse to comply with the terms of sale for any reason. In such event, the undersigned 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 shall sign a contract and submit a deposit in an amount announced at the time of sale to confirm the highest bid and terms of sale. The Successor 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:

RV Association, Inc. a/k/a Regency Parke Homeowners Association

Witness my hand this 20<sup>th</sup> day of July, 2010.

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**J. Michael Winchester, Successor Trustee**

**Winchester, Sellers, Foster & Steele, P.C.**

Suite 1000, First Tennessee Plaza  
800 South Gay Street  
Knoxville, Tennessee 37929  
Phone: (865) 637-1980

**PUBLISH DATES:**

July 23, 2010

July 30, 2010

Aug. 6, 2010