

This Instrument Prepared By:
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BK/PG: 3199/616-620

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5 PGS : TRUST DEED	
CHRISTY BATCH: 137768	
10/09/2008 - 02:36 PM	
VALUE	2900000.00
MORTGAGE TAX	3332.70
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	3360.70

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE
RECORDING TAX PURPOSES IS 2,900,000.00.

STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

DEED OF TRUST

This Deed of Trust, made and entered into this the 9th day of March, 2008, by and between the Grantor, **ADVANCED TRADING SERVICES, INC.** a Nevada Corporation, (herein Borrower), whose address is P.O. Box 24440 Las Vegas, Nevada 89126 and the Grantee, **BARRY W. EUBANKS** ("Trustees"), whose address is P.O. Box 4650, Sevierville, TN 37962, and **ROBERT WARREN AND WIFE DANETTE WARREN**, the Beneficiary,

WITNESSETH, that the Borrower, in consideration of the indebtedness herein recited and the trust herein created, and One Dollar (\$1.00) to him in hand paid and good and/or other valuable considerations, does by these presents, sell, transfer and convey to the Trustee, his successors and assigns, in trust, with power of sale, the following described property:

SITUATE in the Eleventh (11th) Civil District fo Sevier County, Tennessee, within the corporate limits of the City of Gatlinburg, and being two (2) parcels, more particularly bounded and described as follows:

Parcel One (1):

SITUATE in the Eleventh (11th) Civil District of Sevier County, Tennessee, within the corporate limits of the City of Gatlinburg and being **Lot 4R of Highgate (also known as Highgate Mountain Estates)** as the same is depicted on a plat of record in **Map Book 35, page 118**, Register's Office, Sevier County, Tennessee, to which plat specific reference is hereby made for more particular description.

Parcel Two (2):

SITUATE in the Eleventh (11th) Civil District of Sevier County, Tennessee, within the corporate limits of the City of Gatlinburg, and being **Lots 1, 2, 3, 6, and 7 of Highgate (also known as Highgate Mountain Estates)** as the same are depicted on a plat of record in **Large Map Book 4, Page 125**, Register's Office, Sevier County, Tennessee, to which plat specific reference is hereby made for more particular description.

Parcel One (1) and Parcel (2) are conveyed **TOGETHER WITH** the right in and to the joint use of Highgate Lane for ingress to and egress from the parcels to Campbell Lead Road.

Lot 1 BEING the same property conveyed to Advanced Trading Services, Inc., by warranty deed of David L. Graves and wife, Carol E. Graves, dated September 3, 2004, of record in **Book 2064, Page 357**, Register's Office, Sevier County, Tennessee.

Lot 2 BEING the same property conveyed to Advanced Trading Services, Inc., a Nevada corporation, by warranty deed of Johnny R. Kirkland, Jr., and wife, Teresa C. Kirkland, dated June 3, 2004, of record in **Book 1995, Page 337**, Register's Office, Sevier County, Tennessee.

Lot 3 BEING the same property conveyed to Advanced Trading Service [sic], Inc., a Nevada corporation, by warranty deed of The Mclean Family Company, LLC, a Tennessee limited liability company, successor by conversion to The Mclean Family Limited Partnership, a Tennessee limited partnership, dated July 1, 2004, of record in **Book 2015, Page 73**, Register's Office, Sevier County, Tennessee.

Lot 4R (formerly known as Lots 4 and 5) BEING the same property conveyed to Advanced Trading Services, Inc., a Nevada Corporation, by quit claim deed of Dennis R. Bolze and wife, Kathleen M. Bolze, dated July 17, 2006, of record in **Book 2574, Page 716**, Register's Office, Sevier County, Tennessee.

Lot 6 BEING the same property conveyed to Advanced Trading Services, Inc., a Nevada Corporation, by warranty deed of The Mclean Family Company, LLC, a Tennessee limited liability company, successor by conversion to The Mclean Family Limited Partnership, a Tennessee limited partnership dated March 20, 2006, of record in **Book 2488, Page 758**, Register's Office, Sevier County, Tennessee.

Lot 7 BEING the same property conveyed to Advanced Trading Services, Inc., a Nevada Corporation, by warranty deed of James S. Lattimore, Jr., and wife, Joan C. Lattimore, dated April 13, 2005, of record in **Book 2223, Page 501**, Register's Office, Sevier County, Tennessee.

SUBJECT TO a Deed of Trust, securing obligatory advances, from Advanced Trading Services, Inc., a Nevada Corporation (also known as Advanced Trading Service), to M. Copley Vickers, Trustee, dated December 21, 2006, recorded December 27, 2006, at 3:40 p.m. in **Book 2697, Page 781**, Register's Office, Sevier County, Tennessee, securing Citizens National Bank in the original sum of \$1,350,000.00.

Lot 4R is SUBJECT TO all matters noted and/or depicted on plat of record in **Map Book 35, Page 118**, Register's Office, Sevier County, Tennessee.

Lots 1, 2, 3, 6, and 7 are SUBJECT TO all matters noted and/or depicted on plat of record in **Large Map Book 4, Page 125**, Register's Office, Sevier County, Tennessee.

SUBJECT TO Declaration of Protective Covenants of record in **Book 1581, Page 562**, Register's Office, Sevier County, Tennessee.

together with all improvements located thereon or hereafter created on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to the Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust (hereinafter referred to as the "Mortgaged Property").

This Deed of Trust secures to the Lender the repayment of the indebtedness evidenced by the Investor's Agreement dated August 10, 2004 in the principal sum of TWO MILLION NINE HUNDRED THOUSAND AND NO/100 (\$2,900,000.00) DOLLARS, together with any fees, earnings and interest thereon, providing for repayment in installments of principal and interest accrued and unpaid thereon, if any, with the balance of the indebtedness, if not sooner paid, due and payable on December 31, 2013, together with all interest accrued thereon and unpaid, if any, or for repayment in accordance with the terms of the note, the payment of all other sums, together with interest thereon, if any, advanced in accordance herewith to protect the security of this Deed of Trust are also a specific lien against the above described property.

If this deed of trust secures a construction loan, some of the initial payments may include interest only. The note will control as to the date and type of payment being made.

THIS DEED OF TRUST ALSO SECURES NOT ONLY EXISTING INDEBTEDNESS OR ADVANCES MADE CONTEMPORANEOUSLY WITH THE EXECUTION HEREOF, BUT ALSO SECURES FUTURE ADVANCES, WHETHER OBLIGATORY, OR OPTIONAL, OR BOTH, AND WHETHER MADE UNDER OPEN-END CREDIT AGREEMENTS OR OTHERWISE TO THE SAME EXTENT AS IF SUCH FUTURE ADVANCES WERE MADE CONTEMPORANEOUSLY WITH THE EXECUTION OF THE MORTGAGE EVEN THOUGH NO ADVANCE IS MADE AT THE TIME OF THE EXECUTION OF MORTGAGE AND EVEN THOUGH NO INDEBTEDNESS IS OUTSTANDING AT THE TIME ANY ADVANCE IS MADE.

This Deed of Trust secures the performance of Borrowers obligations under the note and security agreement and any other loan document (including the loan agreement, if executed) all of which documents are referred to as "the loan documents". A default under the loan documents constitutes a default under this Deed of Trust. This Deed of Trust shall also secure any extensions, renewals, replacements or modifications of the note without the necessity of noting such renewal, replacement, extension or modification on this Deed of Trust or recording any notation in the Register of Deeds Office.

This Deed of Trust also secures the Lender for all future advances made to the Borrower not to exceed the total amount of indebtedness provided for in the aforesaid note.

This conveyance shall secure all extensions, renewals, modifications and changes in form of said indebtedness and the instrument(s) evidencing same. The terms of said indebtedness are incorporated hereby by reference as fully as if copied herein verbatim.

THIS CONVEYANCE SHALL ALSO SECURE THE PAYMENT OF ANY OTHER INDEBTEDNESS, PRESENTLY EXISTING OR HEREAFTER ARISING, OF ANY TYPE OR KIND, DIRECT OR CONTINGENT, OWED OR TO BE OWED BY BORROWER (OR ANY ONE OF THE BORROWERS) TO LENDER; AND THIS DEED OF TRUST SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL ALL OBLIGATIONS SECURED HEREBY ARE FULLY PAID; PROVIDED, HOWEVER, THIS DEED OF TRUST SHALL NOT SECURE ANY SUCH OTHER CREDIT SUBJECT TO THE PROVISIONS OF REGULATION Z OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM UNLESS ANY REQUIRED NOTICE OF THE RIGHT TO CANCEL HAS BEEN GIVEN.

Borrower covenants that the Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Mortgaged Property, that the Mortgaged Property is unencumbered except:

Those matters of record in the Register's Office for Sevier County, Tennessee

and that the Borrower will forever warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any declarations, easements or restrictions listed above or in the original description above. THE BORROWER WAIVES ALL RIGHT OF HOMESTEAD EXEMPTION IN AND EQUITABLE AND STATUTORY REDEMPTION OF THE MORTGAGED PROPERTY AND THE BORROWER HEREBY WAIVES AND RELINQUISHES ALL MARITAL RIGHTS PROVIDED BY T.C.A. 31-201, ET. SEQ. TO THE EXTENT THE BORROWER MAY DO SO. BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT PERTAINING TO THE MARSHALLING OF ASSETS OR MARSHALLING OF LIENS. THE LENDER SHALL HAVE THE POWER TO APPOINT A SUBSTITUTE TRUSTEE IF AND WHEN THE LENDER DEEMS IT NECESSARY.

NOW, THEREFORE, the Lender and the Borrower covenant and agree as follows:

1. Borrower Shall Promptly Meet its Obligations. The Borrower shall promptly pay when due the principal of and the interest on the indebtedness evidenced by the note and keep the taxes paid when due, and keep the improvements, if any, on the premises insured against loss by fire and windstorm with a reliable company acceptable to the Lender in an amount not less than ninety (90%) percent of the appraised value or eighty (80%) percent of the amount of the loan, whichever is greater with a loss payable clause in favor of the Lender herein. If any of the Mortgaged Property is within an area known as a "special flood hazard area" as defined in the Flood Disaster Protection Act of 1973, the Borrower shall obtain a Standard Flood Insurance Policy on the Mortgaged Property as required by the Act or in the amount of the Note, whichever is greater. The Borrower further agrees not to commit waste on said premises and to keep the property in good repair. If the Borrower fails to perform the above covenants, the Lender may at its option, declare the entire balance payable as provided in the acceleration clause hereinafter provided in Section 10. The Borrower shall allow the Lender to make or cause to be made, reasonable entries upon and inspection of the Mortgaged Property provided that the Lender shall give the Borrower notice prior to any such inspection.

2. Escrow Deposits. If required by Lender, Borrower will deposit with the Lender, monthly, on the first day of each month, one-twelfth (1/12) of the annual charges for ground or other rent, if any, insurance premiums and real estate taxes, assessments, water, sewer, and other charges which might become a lien upon the Mortgaged Property. In addition, if required by the Lender, the Borrower shall simultaneously therewith deposit with the Lender a sum of money which, together with the monthly installments aforementioned, will be sufficient to make each of the payments aforementioned at least thirty (30) days prior to the date such payments are due. Should said charges not be ascertainable at the time any deposit is required to be made with the Lender, the deposit shall be made on the basis of an estimate made by the Lender in its sole discretion, and when the charges are fixed for the then current year, the Borrower shall deposit any deficiency with the Lender. All funds so deposited with the Lender shall be held by it, but not in escrow and, except to the extent required by applicable law, without interest, and, provided that no

Event of Default (hereinafter defined) shall have occurred, shall be applied in payment of the charges aforementioned when and as payable, to the extent the Lender shall have funds on hand. Upon the occurrence of any Event of Default, the funds deposited with the Lender, as aforementioned, may be applied in payment of the charges for which such funds shall have been deposited, or to the payment of the Obligations, or upon any other charges affecting the security of the Lender, as the Lender sees fit, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by the Lender as herein provided, nor shall any application be deemed to affect any right or remedy of the Lender hereunder or under any statute or rule of law. If deposits are being made with the Lender, the Borrower shall furnish the Lender with bills for the charges for which such deposits are required to be made hereunder and/or any other documents necessary for the payment of same, not later than fifteen (15) days prior to the date upon which the charges first become payable. The enforceability of the covenants relating to taxes, assessments, and insurance premiums herein otherwise provided for shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Lender may, from time to time, at its option, waive, and after any such waiver reinstates, any or all of the provisions hereof requiring such deposits, by notice to Borrower in writing. While any such waiver is in effect, Borrower shall pay the taxes, assessments, insurance premiums, and other charges as herein provided.

3. **Hazardous Substances.** As used below, and in any of the other Loan Documents, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitations, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or required by any local, state or federal law, rules or regulations pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA," "RCRA," or state lien or state superior or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). Borrower warrants, represents and covenants as follows:

(i) Neither the Mortgaged Property nor any other personal or real property owned by Borrower is subject to any private or governmental lien or judicial or administrative notice or action, relating to Hazardous Substances or environmental problems, impairments or liabilities with respect to the Mortgaged Property or such other property, or the direct or indirect violation of any Environmental Laws.

(ii) No Hazardous Substances are located on or have been stored, processed or disposed of on or released or discharged from (including ground water contamination) the Mortgaged Property and no above or underground storage tanks known to Borrower exist on the Mortgaged Property. Borrower shall not allow any Hazardous Substances to be stored, located, discharged, possessed, managed, processed or otherwise handled on the Mortgaged Property and shall comply with all Environmental Laws affecting the Mortgaged Property.

(iii) Borrower shall immediately notify Lender should Borrower become aware of (1) any Hazardous Substance or other environmental problem or liability with respect to the Mortgaged Property, or (2) any lien, action, or notice of the nature described in subparagraph (i) above. Borrower shall, at Borrower's own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the Mortgaged Property, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in all events in a manner satisfactory to Lender, and shall further pay or cause to be paid at no expense to Lender all clean-up, administrative, and enforcement costs of the Mortgaged Property or the owner thereof. All costs, including, without limitation, those costs set forth above, damages, liabilities, losses, claims, expenses (including attorneys' fees and disbursements) which are incurred by Lender, without requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, shall be paid by Borrower to Lender as incurred within ten (10) days after notice from Lender itemizing the amounts incurred to the date of such notice.

All warranties and representations above shall be deemed to be continuing and shall remain true and correct in all material respects until all of the Obligations have been paid in full and any limitations period expires. Borrower's covenants above shall survive any exercise of any remedy by Lender under the Loan Documents, including foreclosure of this deed of trust (or deed in lieu thereof), even if, as a part of such foreclosure or deed in lieu of foreclosure, the Obligations are satisfied in full. It shall, at the option of Lender, be an Event of Default hereunder should any of the representations or warranties be or become untrue or misleading or should the Mortgaged Property, or any other property owned by Borrower, become subject to any claim, notice, or action of a nature described in Paragraph 10 below. In addition to all other remedies that Lender may have as a result of any Event of Default, Lender may accelerate payment of the Obligations as provided in Paragraph 10 and 11 hereof.

4. **Release of Deed of Trust.** The Lender agrees that when the Borrower performs all covenants provided in the Deed of Trust and pays all sums provided in the note, the Lender will release this Deed of Trust at its expense with the Borrower paying for the recordation of the same.

5. **Condemnation.** The parties agree that any proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be first applied to the indebtedness until paid in full with surplus paid to the Borrower.

6. **Extensions.** If the Lender at its option, extends the time or modifies the payments or renews the note evidenced by this Deed of Trust, said action shall not operate to release, in any manner the liability of the original Borrower or the Borrower's successors in interest.

7. **Forbearance.** Any forbearance by the Lender in exercising any right or remedy affixed by this Deed of Trust, note or applicable law shall not be waived due to said forbearance. The procurement of insurance or the payment of existing insurance or taxes shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust. All remedies mentioned above are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity and may be exercised concurrently, independently or successively.

8. **Covenants Binding on Parties and Successors.** The covenants and agreements herein contained shall bind, and the rights herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Lender and Borrower subject to the provisions in Section 10 hereof.

9. **Address For Notices.** The parties agree that except for any notice required under applicable law to be given in another manner, any notice to the Borrower provided for shall be given by mailing such notice by certified mail to the address set forth on the Note or this Deed of Trust.

10. **Indebtedness Due on Sale.** If all or any part of the Mortgaged Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of one (1) year or less, not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Section 10 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligation under this Deed of Trust and the note.

If Lender exercises such option to accelerate in exercise of its option under this paragraph, Lender shall mail Borrower notice of acceleration in accordance with Section 9 hereof. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Section 11 hereof.

11. **Power of Sale in the Event of Default.** Except as provided in Section 10 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section 10 and 11, including but not limited to, reasonable attorney's fees in the amount of fifteen (15%) percent of the purchase price.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower, in the manner provided in Section 9 hereof. Trustee, without demand on Borrower, shall sell all or part of the Mortgaged Property at the time and under the terms designated in the notice of sale at public auction to the highest bidder. Trustee may sell all or any portion of the Mortgaged Property, together or in lots or parcels, and may execute and deliver to the purchaser or purchasers of such property a conveyance in fee simple. Lender or Lender's designee may purchase the Mortgaged Property or any part thereof at any sale.

12. **Trustees.** In the event two Trustees are named herein, either of the Trustees named herein shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of the Mortgaged Property without the requirement of the other Trustee joining in such action. In the event that the substitution of a Trustee shall become necessary for any reason, the substitution of one trustee in the place of those or any of those named herein shall be sufficient. The term "Trustees" shall be construed to mean "Trustee" whenever the sense requires. The necessity of the Trustees herein named, or any successor in trust, making oath or giving bond, is expressly waived.

13. **Employment of Agents.** The Trustees, or any one acting in their stead, shall have, in their discretion, authority to employ all proper agents and attorneys in the execution of this trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Mortgaged Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then Grantor hereby undertakes and agrees to pay the cost of such services rendered to said Trustees. Trustees may rely on any document believed by them in good faith to be genuine. All money received by Trustee shall, until used or applied as herein proved, be held in trust, but need not be segregated (except to the extent required by law), and Trustees shall not be liable for interest thereon.

14. **Indemnification of Trustees.** If the Trustees shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of the Trustees or Beneficiary under this Deed of Trust, the Trustees and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Property.

15. **Successor Trustee.** In the event of the death, refusal, or of inability for any cause, on the part of the Trustees named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the Beneficiary, the Beneficiary is authorized, either in its own name or through an attorney of attorneys in fact appointed for that purpose, by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustees named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

16. **Reimbursement of Expenses.** If the Trustees shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of the Trustees or Lender under this Deed of Trust, the Trustees and Lender shall be reimbursed by Borrower, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Mortgaged Property.

17. **Trustee's Deed.** The Trustee shall deliver to the purchaser a Trustee's Deed conveying the property or any part thereof to be sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or person legally entitled thereto. If the Mortgaged Property or any part thereof is sold pursuant to this Section 14, Borrower, or any person holding possession of the Mortgaged Property or any part thereof through Borrower, shall immediately surrender possession of the Mortgaged Property or any part thereof to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of such purchaser, shall be removable by process such as forcible and unlawful detainer, and hereby agrees to pay to such purchaser the reasonable rental value of the Mortgaged Property after the sale.

18. **Disbursement to Superior Lienholder Also Secured.** Borrower agrees that in the event it is necessary or desirable in the opinion of Lender to disburse funds to any superior lienholder, then any such disbursement shall bear interest at the rate set forth in the note and shall be secured by this Deed of Trust.

19. **Assignment of Rents and Leases.** All of the rents, royalties, bonuses, issues, profits, revenue, income, deposits, escrow accounts and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of or any portion thereof or from any existing or future lease or agreement pertaining thereto and liquidated damages following default under such leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Mortgaged Property, together with any and all rights that Borrower may have against any tenant under such leases or any subtenants or occupants of any part of the Mortgaged Property and any award made hereafter to Borrower in any court proceeding involving any of the tenants or in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and all payments by tenants in lieu of rent (all hereafter collectively called the "Rents"), are hereby absolutely and unconditionally assigned to Beneficiary, to be applied by Beneficiary in payment of the Obligations. Borrower hereby further assigns to Beneficiary all existing and future leases, including subleases, any and all extensions, renewals, modifications, and replacements thereof, and all guaranties of tenants' performance thereunder, upon any part of the Mortgaged Property (the "Leases"). It is understood and agreed by the parties that this assignment from Borrower to Beneficiary, and not merely the passing of a security interest; provided, however, that prior to an Event of Default, Borrower shall have a license, without joinder of Beneficiary, to enforce the Leases and to collect the Rents as they come due and to retain, use and enjoy the same. Borrower shall, upon request of Beneficiary, execute confirmatory assignments of any specific lease affecting any part of the Mortgaged Property.

A. **Warranties Concerning Leases and Rents.** Borrower represents and warrants:

1. Borrower has good title to the Leases and Rents hereby assigned and full authority to assign them without the consent of any other party;
2. None of the Rents have been or will be assigned, mortgaged or pledged.
3. All existing Leases are valid and in full force and effect, and neither Borrower nor any tenant is in default under any of the Leases;
4. None of the Rents have been or will be anticipated, waived, released, discounted, set off or compromised;
5. Except as indicated in the Leases, Borrower has not received any funds or deposits from any tenant except for and on account of Rents which have heretofore come due;
6. The terms of the Leases have not been changed from the terms in the copies of any of the Leases submitted to Beneficiary for approval.

B. **Borrower's covenants of Performance.** Borrower covenants to:

1. Perform all of its obligations under the Leases, take all action and fulfill all covenants and conditions required to enforce the leases against the tenants, and give prompt notice to Beneficiary of any material failure to do so;
2. Enforce the tenants' obligations under the Leases;
3. Defend, at Borrower's expense, any proceeding pertaining to the Leases, including, if Beneficiary so requests, any such proceeding to which Beneficiary is a party; and
4. Neither create nor permit any encumbrance upon or assignment of Borrower's interest as lessor under the Leases, except this Deed of Trust and any other encumbrances expressly permitted by this Deed of Trust.

C. **Prior Approval for Actions Affecting Leases.** Borrower shall not, without the prior written consent of Beneficiary:

1. Receive or collect Rents not yet due under the terms of any of the Leases;
2. Waive or release any obligation of any tenant under the Leases or any party liable under the Leases;
3. Cancel, terminate or modify any of the Leases, cause or permit any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder; or
4. Change, alter or modify any of the Leases.

D. **Settlement for Termination.** Borrower agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state or local statute, shall be made without the prior written consent of Beneficiary, and any check in payment of such damages shall be made payable solely to Beneficiary or jointly to Borrower and Beneficiary. Borrower agrees to endorse any dual payee check for such payment to the order of Beneficiary. Unless Beneficiary shall hereafter agree otherwise, any such settlement for damages shall be applied to the Obligations as Beneficiary may elect.

E. **No Obligation upon Beneficiary.** Beneficiary's acceptance of the assignment of Leases and Rents provided for herein shall not obligate Beneficiary to appear in or defend any proceeding relating to any of the Leases or to the Mortgaged Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Borrower by any tenant. Beneficiary shall not be liable for any injury or damage to person or property in or about the Mortgaged Property.

F. **Records.** Upon request by Beneficiary, Borrower shall deliver to Beneficiary executed originals of all Leases and copies of all records relating thereto.

G. **Merger.** There shall be no merger of the leasehold estates created by the Leases with the fee estate of the Mortgaged Property without the prior written consent of Beneficiary.

H. **Right to Rely.** Borrower hereby authorizes Beneficiary to give notice in writing of this assignment at any time to any tenant under any of the Leases, and from and after the occurrence of an Event of Default hereunder, to direct any such tenant to make payment of rentals and other amounts due directly to Beneficiary. Borrower hereby authorizes and directs the tenants under the Leases to pay Rents to Beneficiary upon written demand by Beneficiary, without further consent of Borrower, and without verifying whether an Event of Default has occurred; and the tenants may rely upon any written statement delivered by Beneficiary to the tenants. Any such payment to Beneficiary shall constitute full acquittance to the party making such payment for the amount of such payment.

I. **Priority of Leases.** Except to the extent, if any, otherwise provided in a written instrument signed by Beneficiary, the lien of this Deed of Trust is prior and paramount to all Leases of the Mortgaged Property or any part thereof. However, Beneficiary may at its option without the consent of any person or entity, at any time subordinate the lien of this Deed of Trust to any existing or future Lease of all or any part of the Mortgaged Property by giving written notice to the tenant under such Lease; and upon sale of the Mortgaged Property under this Deed of Trust such tenant shall attach to the owner and each successive owner of the Mortgaged Property.

20. **Miscellaneous.** The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

21. **Headings Use of Terms.** The article, paragraph and subparagraph headings hereof are inserted for convenience of reference only and shall not alter, define, or be used in construing the text of such articles, paragraphs or subparagraphs. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. The term "Beneficiary" shall include any lawful owner, holder, pledgee, or assignee of any of the Obligations. The duties, covenants, conditions, obligations and warranties of Borrower in this Deed of Trust shall be joint and several obligations of Borrower and each Borrower, if more than one, and each Borrower's heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

ADVANCED TRADING SERVICES, INC

BY: _____

TITLE: PRESIDENT

STATE OF TENNESSEE

COUNTY OF SEVIER

Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally appeared DENNIS BOLZE, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained, and further acknowledged that he is the President of Advanced Trading Services, Inc., a corporation and that as said President he executed said instrument by signing the name of the corporation as President of the corporation.

WITNESS my hand and official seal this 5th day of June, 2008.

NOTARY PUBLIC
My Commission Exp:

Andrew J. Galbraith
2-20-11

