

Foreclosure Real Estate Auction

By Order of Secured Party

**Luxury Smoky Mountain Estate
Overlooking Downtown Gatlinburg
935 Campbell Lead Rd., Gatlinburg, TN**



Saturday, May 7th – 11:00 AM



FURROW AUCTION COMPANY

1022 Elm Street ~ Knoxville, Tenn. 37921 ~ 1-800-4FURROW ~ License # 62

DISCLAIMER

This Bidder's Information Packet is solely intended to provide interested parties with preliminary information only and is not a solicitation of offers and does not constitute an offer to sell. The delivery of this material to any person shall not create any agency relationship between such person and Furrow Auction Company. The information included herein is believed to be correct, but it is not guaranteed; some of the information furnished is from outside sources deemed to be reliable but is not certified as accurate by the seller or Furrow Auction Company. All of the information contained herein is subject to corrections, errors and omissions. All bids must be based on the bidder's own investigation of any property offered herein and not on any representations made by any selling broker or any other party. Neither seller or Furrow Auction Company makes any representation or warranty, express or implied, with respect to the property identified herein, and the property is being sold in an "AS-IS, WHERE-IS, WITH ALL FAULTS" condition except as specifically stated in the purchase and sale contract.

All prospective bidders are specifically advised to refrain from exclusive reliance on the information provided herein as a basis for making a bid on the property. Prospective purchasers are further encouraged to conduct a personal inspection of the property which they contemplate purchasing.



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Executive Summary



Executive Summary – 935 Campbell Lead Rd.

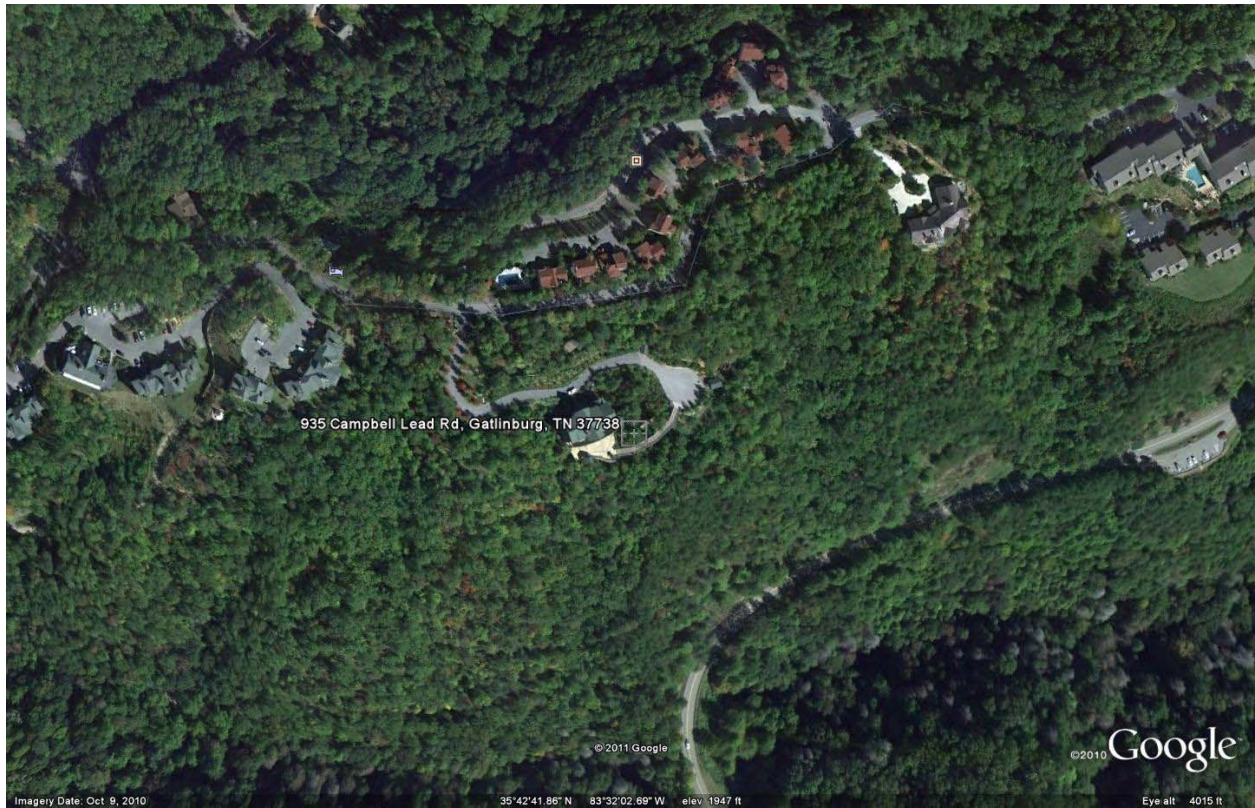
Property Address	935 Campbell Lead Rd. Gatlinburg, TN
Year Built	2007
Zoning	R-2, Medium Density Residential
Utilities	Electricity – Sevier County Electric System Water – City of Gatlinburg Sewer – City of Gatlinburg Natural Gas – Sevier County Utility District
House Size	Approx. 14,000 s.f. of Living Area
Lot Size	Approx. 8.26 Acres
Estimated Annual RE Taxes	Approximate Annual City & County Real Estate Taxes: \$15,580.86 <i>Current Year Taxes will be Pro-Rated as of closing. All back taxes will be paid by seller.</i>
Terms	10% Buyer's Premium, 10% of Purchase Price on Day of Sale, Balance Due on Closing within 20 Days



Location Map



Directions – 935 Campbell Lead Rd.



From the intersection of I-40 and TN-66 at Exit 407, Take TN-66 S toward Gatlinburg/Pigeon Forge approx. 9.1 miles. Road will turn to the right and TN-66 becomes US-441. Continue to follow for an additional 11.4 miles travelling through Pigeon Forge. Veer right onto the Gatlinburg By-Pass toward National Park. Continue on Gatlinburg By-Pass 1.7 miles to your first left. Turn left onto Campbell Lead Rd and follow around to left. Travel approximately 1 mile to property on left.

Sale Day Procedures



Sale Day Procedures – 935 Campbell Lead Rd.

Auction Information

**Foreclosure Real Estate Auction
935 Campbell Lead Rd.
Gatlinburg, TN
Saturday, May 7th – 11:00 AM**

Registration begins at 8:00 AM – Auction commences at 11:00 AM.

Furrow Auction Company would like to thank you for your interest in our auction. You may contact Furrow Auction Company with any questions you may have regarding the property or the auction process. Our phone number is 800-4FURROW. Please do not hesitate to call if you need any information.

VIEWING THE PROPERTY:

Open for Inspection on the Following Days:

May 6:	10:00 am – 4:00 pm
May 7:	10:00 am – 4:00 pm
May 8:	12:00 pm – 4:00 pm
May 12:	10:00 am – 4:00 pm
May 13	10:00 am – 4:00 pm

REAL ESTATE CONTRACT AND BIDDER CARD:

Please read the Sale Day Contract and Bidder Card in advance of the auction, have your attorney review it and become very familiar with it. If you have any questions, please consult your attorney. A sample contract and bidder card has been provided for you in this packet.

AUCTION FORMAT:

All bidding is open to the public.

In the event you are the successful high bidder, please see our staff at the auction registration table to sign the Sale Contract.



TERMS:

1. A **10% BUYER'S PREMIUM:** will be added to the winning bid price. For example: If the high bid price is \$3,000,000, the buyer's premium of 10% (\$300,000) will be added to the bid. The total purchase price is \$3,300,000.
2. **10% DOWN DAY OF SALE:** A required 10% down payment will be collected at the sale. For example: If the high bid price is \$3,000,000 the buyer's premium of 10% (\$300,000) will be added to the bid. The 10 % Down Payment of the \$3,300,000 total purchase price will be collected (\$330,000).
3. **TITLE INSURANCE:** There has been a title commitment prepared on the property and is enclosed in this packet (section 10). Title insurance can be purchased from this commitment by the buyer, but will not be provided by the seller or Furrow Auction Company.
4. **CLOSING DATE:** The Closing Date shall be within 20 days, at which time the Buyer shall pay the balance of the purchase price in certified funds along with other closing related costs. No extensions are available. Closing shall be held on or before Friday, June 3rd, 2011.



Buyer Cost Summary



Buyer Cost Summary – 935 Campbell Lead Rd.

Buyer's Premium: Buyer pays commission in addition to bid price. 10%
(Example: If high bid is \$3,000,000 buyer actually pays \$3,300,000)

Title Insurance: If the Buyer elects to purchase a Title Insurance Policy, At Cost
the cost is the responsibility of the buyer.

Average Cost:

\$100.00 for the first \$1,000.00 of coverage.

\$5.50 per thousand or fraction thereof from \$1,000.01 up to and including \$100,000.00.

\$2.50 per thousand or fraction thereof from \$100,000.01 up to and including \$1,000,000.00

\$2.00 per thousand or fraction thereof from \$1,000,000.01 up to and including \$5,000,000.00

\$1.50 per thousand or fraction thereof from \$5,000,000.01 up to and including \$10,000,000.00

\$1.25 per thousand or fraction thereof from \$10,000,000.01 up to and including \$15,000,000.00

\$1.00 per thousand or fraction thereof from \$15,000,000.00.

Real Estate Taxes:

Total Annual
Taxes City &
County:
Approx.
\$15,580.86

Current Year Taxes to be Pro-Rated at Closing
All Back/Delinquent Taxes will be paid by Seller

Recording Fees:

Recording of Warranty Deed
Transfer taxes

\$370
(Based on Sales
Price of
\$100,000)

Closing Fee: Buyer shall be responsible for one-half (1/2) of the title company's fee. At Cost



Notice of Sale



SUCCESSOR TRUSTEE'S NOTICE OF SALE

By Deed of Trust dated May 1, 2008, of record at Book 3081, Page 238, in the Register's Office for Sevier County, Tennessee, Advanced Trading Services, Inc. (the "Grantor") conveyed to FMLS, Inc., Trustee, the hereinafter described real estate to secure the payment of Grantor's Promissory Note described therein owing to Regions Bank (the "Beneficiary"). On January 13, 2009, Walter N. Winchester was appointed Successor Trustee under the aforesaid Deed of Trust by the Beneficiary, said Appointment of Successor Trustee has been recorded in the aforesaid Register's Office at Book 3263, Page 718. Default has been made in the payment of said indebtedness, the entire balance has been declared due and payable in full and the owner and holder of said Note has directed me to foreclose said Deed of Trust.

NOW, THEREFORE, by virtue of the authority vested in me by said Deed of Trust, at 11:00 a.m. local time on the 14th day of May, 2011, at the Gatlinburg Convention Center at 234 Historic Nature Trail, Gatlinburg, Sevier County, Tennessee, I will sell the following described real estate AT PUBLIC AUCTION to the last, highest and best bidder FOR CASH (on such 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, restriction, conveyances, ad valorem property taxes (current and delinquent) and any tax liens that may appear of record, the following described real estate (the "Real Estate"):

SITUATED in the 11th Civil District of Sevier County, Tennessee, and within the corporate limits of The City of Gatlinburg, Tennessee, and being an 8.437 acre tract, more or less, and being more particularly described as follows:

BEGINNING at an iron pin in the southern right-of-way line of Campbell Lead Road and being further located South 65 deg. 24 min. 20 sec. East, 609.83 feet from the centerline intersection of Wiley Oakley Drive and Campbell Lead Road; thence from said point of beginning, North 89 deg. 13 min. 37 sec. East, 17.22 feet to an iron rod; thence South 89 deg. 36 min. 30 sec. East, 133.14 feet to an iron rod; thence South 88 deg. 32 min. 11 sec. East, 70.96 feet to an iron rod; thence a curve to the left bearing North 86 deg. 06 min. 55 sec. East, L=84.92 feet, R=454.84 feet, CH=84.79 feet to an iron rod; thence North 89 deg. 33 min. 20 sec. East, 534.92 feet to an iron rod; thence North 89 deg. 22 min. 41 sec. East, 344.54 feet to an iron rod; thence South 71 deg. 24 min. 03 sec. West, 380.24 feet to an iron rod; thence South 54 deg. 27 min. 47 sec. West, 431.41 feet to an iron rod; thence South 44 deg. 23 min. 16 sec. West, 246.95 feet to an iron rod; thence South 18 deg. 02 min. 51 sec. West, 204.91 feet to an iron rod; thence North 44 deg. 17 min. 02 sec. West 340.26 feet to an iron rod; thence North 00 deg. 00 min. 00 sec. East, 488.60 feet to the POINT OF BEGINNING and containing 8.437 acres, more or less, according to a survey of Michael K. Suttles, TN RLS No. 1452, dated May 16, 2006, entitled "Highgate Planned Unit Development."

BEING the same property conveyed to Advanced Trading Services, Inc. by Warranty Deed from David L. Graves and wife, Carol E. Graves, said Warranty Deed being dated September 3, 2004, and recorded September 10, 2004, in Book 2064, page 357; by Warranty Deed from Johnny R. Kirkland, Jr. and wife, Teresa C. Kirkland, said Warranty Deed being dated June 3, 2004, and recorded June 8, 2004, in Book 1995, page 337; by Warranty Deed from The McLean Family Company, LLC, A Tennessee Limited Liability Company, Successor by Conversion to The McLean Family Limited Partnership, a Tennessee Limited Partnership, said Warranty Deed being dated July 1, 2004, and recorded July 2, 2004, in Book 2015, page 73; by

Quit Claim Deed from Dennis R. Bolze and wife, Kathleen M. Bolze, said Quit Claim Deed being dated July 17, 2006, and recorded July 17, 2006, in Book 2574, page 716; by Warranty Deed from The McLean Family Company, LLC, a Tennessee Limited Liability Company, formerly The McLean Family Limited Partnership, a Tennessee Limited Partnership, said Warranty Deed being dated March 20, 2006, and recorded March 21, 2006, in Book 2488, page 758; by Warranty Deed from James S. Lattimore, Jr. and wife, Joan C. Lattimore, said Warranty Deed being dated April 13, 2005, and recorded April 18, 2005, in Deed Book 2223, page 501; and by Quit Claim Deed from The City of Gatlinburg, said Quit Claim Deed being dated July 18, 2006, and recorded August 2, 2006, in Book 2586, page 429, all in the Register's Office for Sevier County, Tennessee.

Said real estate has the street addresses of 935 Campbell Lead Road and Highgate Lane, Gatlinburg, Tennessee 37738. In the event of a discrepancy between any street address and the property description, then the property description shall control. **This property is not owner occupied residential real estate pursuant to T.C.A. §35-5-117.**

Pursuant to T.C.A. §35-5-104, the following liens claimed by the United States of America pursuant to 26 U.S.C. §7425(b) and 18 U.S.C. §3613, and the State of Tennessee pursuant to T.C.A. §67-1-1433(b)(1), may apply to said Real Property, for which timely notice has been given by the undersigned to the United States and its authorized agent and to the State of Tennessee, and said Real Property will be subject to the right of the United States and the State of Tennessee to redeem the land as provided for in 26 U.S.C. §7425(d)(1), 18 U.S.C. §3613 and T.C.A. §67-1-1433(b)(1): Notice of Lien for Fine and/or Restitution in favor of the United States of America of record at Book 3628, Page 620, and Notice of State Tax Lien in favor of the State of Tennessee of record at Book 3322, Page 79, both in the Register's Office for Sevier County, Tennessee.

The Real Estate 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 Successor Trustee may sell the above described Real Property together as a whole or in lots, parcels, or tracts, as announced at the sale, and no such successive sales shall exhaust the power of sale. The aforesaid sale may be postponed to a later date by oral announcement at the time and place of the published sale or cancelled without further written notice or publication. The Successor Trustee 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 Successor Trustee shall also reserve the right to reopen the bidding or republish and sell said Real Estate at the option of the undersigned. The Beneficiary may bid on said Real Estate and 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: Robert and Danette Warren; Jerard and Carol Muszik; Wayne Walls, Bankruptcy Trustee; United States of America; State of Tennessee.

Witness my hand this the 11th day of April, 2011.

/s/ Walter N. Winchester

Walter N. Winchester, Successor Trustee

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

Publish Dates: April 15, 2011
 April 22, 2011
 April 29, 2011

Tax Information



Taxes – 935 Campbell Lead Rd., Gatlinburg, TN

Approximate Annual Real Estate Taxes (County & City) \$15,580.86

For more information on county taxes, please contact the Sevier County Property Assessor's office at 865-453-3242 or visit www.seviercountyttn.gov.

For more information on county taxes, please contact the City of Gatlinburg Property Tax office 865-436-1408 or visit www.ci.gatlinburg.tn.us.

Zoning Information

**Zoned R-2 (Medium Density
Residential District)**



Zoning - 935 Campbell Lead Rd., Gatlinburg, TN

ZONING: R-2 (Medium Density Residential District)

It is the intent of this district to provide areas for single and multi-family dwellings; to encourage development and continued use of the land for residential purposes; to prohibit business and industrial uses; and other uses which would interfere with development or continuation of single or multi-family dwellings, in order to achieve the intent of the R-2 (Medium Density) Residential District.

702. R-1A Low Density Residential. It is the intent of this district to establish low density residential areas along with open areas which appear likely to develop in a similar manner. The requirements of the district are designed to protect the total characteristics of the district, to promote and encourage an environment for family life and to restrict all business orientated activities including tourist residence uses. In order to achieve the intent of the R-1A (Low Density) district, as shown on the Zoning Map of the City of Gatlinburg, Tennessee, the following uses are permitted.

702.1 Any use permitted in the R-1 residential district, except tourist residences and Planned Unit Developments.

703. R-2 Medium Density Residential. It is the intent of this district to provide areas for single and multi-family dwellings; to encourage development and continued use of the land for residential purposes; to prohibit business and industrial uses; and other uses which would interfere with development or continuation of single or multi-family dwellings. In order to achieve the intent of the R-2 (Medium Density) Residential District, as shown on the Zoning Map of the City of Gatlinburg, Tennessee, the following uses are permitted:

703.1 Any use permitted in the R-1 Residential District.

703.2 Two family and multi-family dwellings.

703.3 Boarding and rooming houses and bed and breakfast establishments.

704. R-2A Medium Density Residential. It is the intent of this district to provide areas for single and multi-family dwellings; to encourage the development and continued use of the land for residential purposes, and prohibit business oriented uses which would in any way interfere with the continued residential character of the district. In order to achieve the intent of the R-2A (Medium Density) Residential District, as shown on the Zoning Map of the City of Gatlinburg, Tennessee, the following uses are permitted:

704.1 Any use permitted in the R-2 Residential District, except tourist residences.

705. R-3 High Density Residential. It is the intent of this district to establish high density residential areas which will provide for single and multi-family units and maintain open areas. In order to achieve the intent of the R-3 (High Density) Residential District, as shown on the Zoning Map of the City of Gatlinburg, Tennessee, the following uses are permitted.

705.1 Any use permitted in the R-2 (Medium Density) Residential District.

705.2 Boarding and rooming houses.

705.3 Medical clinics, clubs not operated for profit, nursing homes, offices for doctors, lawyers, dentists, architects, real estate agencies, insurance agencies, and similar uses provided that:

Utility Information



Utilities – 935 Campbell Lead Rd., Gatlinburg, TN

Water/Sewer: City of Gatlinburg – Two meters, one for irrigation and one for house.

Deposit: Credit Dependant

For more information, please contact City of Gatlinburg at (865) 436-4681 or visit www.ci.gatlinburg.tn.us/utilitydept/utilities

Electric: Sevier County Electric System – Two meters

Connection Fee: \$25.00 (per meter)

Deposit: \$100.00 (credit dependant)

For more information, please contact Sevier County Electric System at 865-453-2887 or visit their website at www.electric.sevierville.tn.org

Gas: Sevier County Utility District – Single Meter

Deposit/Connection Fee: Credit Dependent

For more information, please contact Sevier County Utility District at 865-453-3272 or visit their website at www.scudgas.org

School Information



School Information – 935 Campbell Lead Rd.

Residents of Sevier County have their choice of school. However, if riding the bus, they must attend the following schools:

Primary School (K-8):

Pi Beta Phi

125 Cherokee Orchard Road
Gatlinburg, TN 37738
865.436.5076

High School:

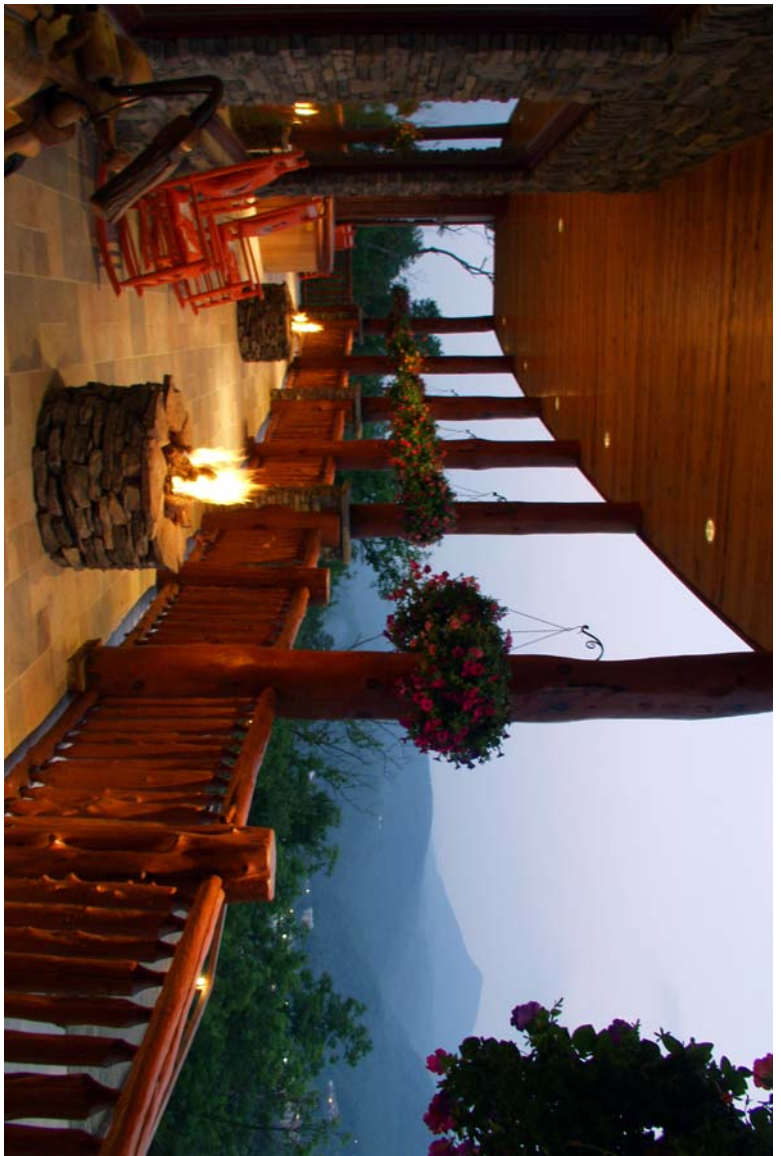
Gatlinburg Pittman

150 Proffitt Road
Gatlinburg, TN 37738
865.436.5637



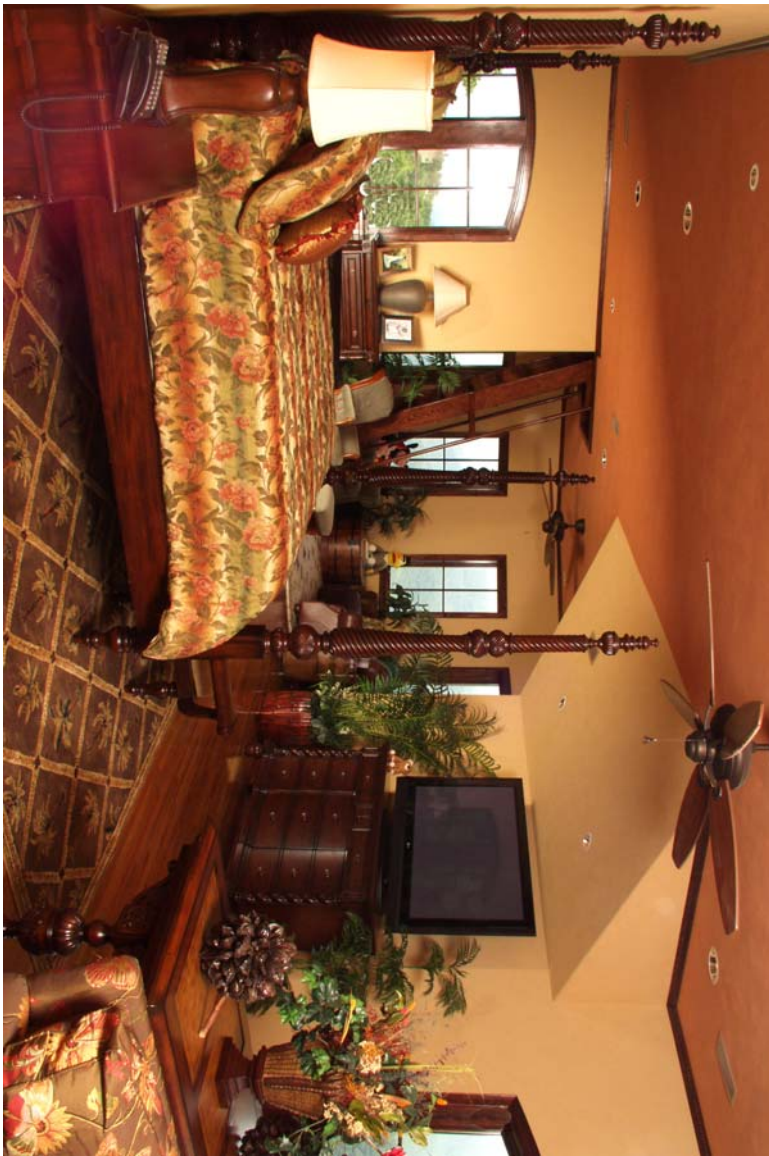
Property Pictures

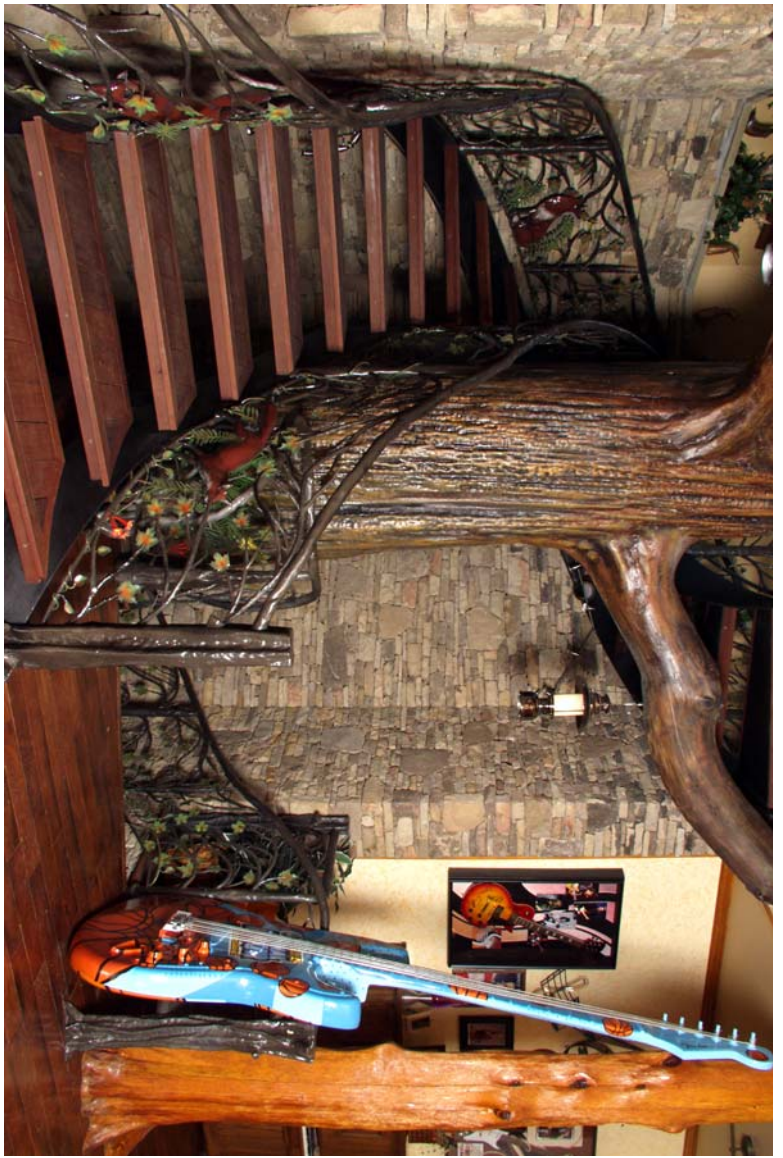












Title Commitment



CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



TITLE INSURANCE COMMITMENT



ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY

Carl R. Johnson
Christy H. Heng

PRESIDENT

ATTEST

SECRETARY



First American Title Insurance Company

Commitment Number: 91839/REVISED/KAD

SCHEDULE A

1. Commitment Date: April 1, 2011 at 08:00 AM
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy (ALTA Owner's Policy (06/17/06))
Proposed Insured:
To Be Determined IN AN AMOUNT TO BE DETERMINED
 - (b) Loan Policy (ALTA Loan Policy (06/17/06))
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by
Advanced Trading Services, Inc., a Nevada corporation.
4. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Tennessee Valley Title Insurance Co.

By: 

Jeffrey A. McCain

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(91839.PFD/91839/21)

First American Title Insurance Company

Commitment Number: 91839/REVISED/KAD

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all premiums and charges for policies, endorsement and services.
3. Furnish a properly executed Owner's Affidavit on attached form.
4. Furnish an accurate, current survey and surveyor's inspection report on attached form.
5. Payment of taxes:
CLT No. 126JC-036.04 (Lot 4): 2008 County taxes are due and delinquent in the amount of \$15,363.67. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$1,236.28. 2009 County taxes are due and delinquent in the amount of \$13,512.73. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$1,236.28. 2010 County taxes are due and delinquent in the amount of \$10,591.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$1,016.94.
CLT No. 126JC-036.02 (Lot 2): 2008 County taxes are due and delinquent in the amount of \$1,132.68. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2009 County taxes are due and delinquent in the amount of \$1,000.92. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2010 County taxes are due and delinquent in the amount of \$754.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$72.42.
CLT No. 126JC-036.03 (Lot 3): 2008 County taxes are due and delinquent in the amount of \$1,295.09. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$101.68. 2009 County taxes are due and delinquent in the amount of \$1,143.71. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$101.68. 2010 County taxes are due and delinquent in the amount of \$866.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$83.64.
CLT No. 126JC-036.01 (Lot 1): 2008 County taxes are due and delinquent in the amount of \$1,132.68. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2009 County taxes are due and delinquent in the amount of \$1,000.92. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2010 County taxes are due and delinquent in the amount of \$754.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$72.42.
CLT No. 126JC-036.06 (Lot 6): 2008 County taxes are due and delinquent in the amount of \$1,132.68. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2009 County taxes are due and delinquent in the amount of \$1,000.92. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2010 County taxes are due and delinquent in the amount of \$754.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$72.42.
CLT No. 126JC-036.07 (Lot 7): 2008 County taxes are due and delinquent in the amount of \$1,362.14. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$106.04. 2009 County taxes are due and delinquent in the amount of \$1,202.66. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$106.04. 2010 County taxes are due and delinquent in the amount of \$913.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$87.72.
6. NOTE: All the delinquent taxes above are as of the end of April, 2011. Amounts will increase each subsequent month.

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(91839.PFD/91839/21)

Commitment Number: 91839/REVISED/KAD

SCHEDULE B - SECTION I
Continued)

7. Proper foreclosure of Deed of Trust from Advanced Trading Services, Inc. to FMLS, Inc., Trustee for Regions Bank, in the original amount of \$3,800,000.00, dated May 1, 2008 and recorded in Book 3081, page 238, in the Sevier County Register's Office. See also that Appointment of Successor Trustee appointing Walter N. Winchester as Successor Trustee, dated January 13, 2009, and filed of record in Book 3263, page 718, in the Sevier County Register's Office.
8. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. File of record a properly executed and acknowledged Successor Trustee's Deed vesting fee simple title in a purchaser to be determined.

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(91839.PFD/91839/21)

First American Title Insurance Company

Commitment Number: 91839/REVISED/KAD

**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. **STANDARD EXCEPTIONS:**
 - a) The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
 - b) Rights or claims of parties in possession, not shown by the public records.
 - c) Easement, or claims of easements, not shown by the public records.
 - d) Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
 - e) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Upon receipt of satisfactory Owner's Affidavit as required under Schedule B - Section 1, Items (b) and (e) hereinabove may be amended and/or deleted.

NOTE: Upon receipt of satisfactory survey and surveyor's inspection report as required under Schedule B - Section 1, Items (c) and (d) hereinabove may be amended and/or deleted.

3. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of this Policy.
4. Taxes for the year 2009, a lien, but not yet due or payable, and all taxes for subsequent years.
5. Covenants and restrictions filed of record in Book 1581, page 562, in the office of the Sevier County Register of Deeds, 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.
6. Matters depicted or disclosed by map of record Large Map Book 4, page 125, in the office of the Sevier County Register of Deeds.

NOTE: This policy does not insure the exact square footage and/or acreage set out in the description in Schedule A hereof.

NOTE: Upon proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein, the following items will be deleted from the owner's policy:

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(91839.PFD/91839/21)

Commitment Number: 91839/REVISED/KAD

SCHEDULE B - SECTION II
(Continued)

7. Deed of Trust from Advanced Trading Services, Inc. to FMLS, Inc., Trustee for Regions Bank, in the original amount of \$1,237,500.00, dated May 1, 2008 and recorded in Book 3081, page 247, in the Sevier County Register's Office. NOTE: This Deed of Trust will be cut off by proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein.
8. Deed of Trust from Advanced Trading Services, Inc. to Barry W. Eubanks, Trustee for Robert Warren and wife, Danette Warren, in the original amount of \$2,900,000.00, dated March 9, 2008 and recorded in Book 3199, page 616, in the Sevier County Register's Office. NOTE: This Deed of Trust will be cut off by proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein.
9. Deed of Trust from Advanced Trading Services, Inc. to Scott D. Hall, Trustee for Mr. Jerard Muszik and Mrs. Carol Muszik, in the original amount of \$472,570.00, dated December 15, 2008 and recorded in Book 3238, page 61, in the Sevier County Register's Office. NOTE: This Deed of Trust will be cut off by proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein.
10. Writ of Attachment dated January 6, 2009 in Sevier County Circuit Court Case No. 2009-0009-II, styled Jerard Muszik and Carol Muszik vs. Dennis R. Bolze, Advanced Trading Services, Inc. and Centurion Asset Management, Inc., recorded in Book 3252, page 359, in the Sevier County Register's Office. NOTE: This Writ of Attachment will be cut off by proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein.

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(91839.PFD/91839/21)

First American Title Insurance Company

Commitment Number: 91839/REVISED/KAD

**EXHIBIT A
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

SITUATED in the Eleventh (11th) Civil District of Sevier County, Tennessee, and within the corporate limits of the City of Gatlinburg, Tennessee, and being a 8.437 acre tract, more or less, and being more particularly described as follows:

BEGINNING at an iron pin in the southern right of way line of Campbell Lead Road and being further located South 85 deg. 24 min. 20 sec. East, 609.83 feet from the centerline intersection of Wiley Oakley Drive and Campbell Lead Road; thence from said point of BEGINNING, North 89 deg. 13 min. 37 sec. East, 17.22 feet to an iron rod; thence South 89 deg. 36 min. 30 sec. East, 133.14 feet to an iron rod; thence South 88 deg. 32 min. 11 sec. East, 70.98 feet to an iron rod; thence a curve to the left bearing North 86 deg. 06 min. 55 sec. East, L=84.92 feet, R=454.84 feet, CH=84.79 feet to an iron rod; thence North 89 deg. 33 min. 20 sec. East, 534.92 feet to an iron rod; thence North 89 deg. 22 min. 41 sec. East, 344.54 feet to an iron rod; thence South 71 deg. 24 min. 03 sec. West, 380.42 feet to an iron rod; thence South 54 deg. 27 min. 47 sec. West, 431.41 feet to an iron rod; thence South 44 deg. 23 min. 16 sec. West, 246.95 feet to an iron rod; thence South 18 deg. 02 min. 51 sec. West, 204.91 feet to an iron rod; thence North 44 deg. 17 min. 02 sec. West, 340.26 feet to an iron rod; thence North 00 deg. 00 min. 00 sec. East, 488.60 feet to the POINT OF BEGINNING and containing 8.437 acres, more or less, according to a survey of Michael K. Suttles, TN RLS No. 1452, dated May 16, 2006, entitled "Highgate Planned Unit Development".

BEING the same property conveyed to Advanced Trading Services, Inc. by deeds recorded in Book 2064, page 357; Book 1995, page 337; Book 2015, page 73; Book 2574, page 716; Book 2488, page 758; Book 2223, page 501 and Book 2586, page 429, all in the Sevier County Register's Office.

This Instrument Prepared By:

Scott D. Hall, Esq.
105 Bruce Street
Sevierville, TN 37862

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE

RECORDING TAX PURPOSES IS \$ 472,570.00

BK/PG: 3238/61-72

08071591

12 PGS : TRUST DEED	
BIS BATCH: 141357	
12/16/2008 - 08:09 AM	
VALUE	472570.00
MORTGAGE TAX	541.16
TRANSFER TAX	0.00
RECORDING FEE	80.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	604.16

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

DEED OF TRUST

This Deed of Trust, made and entered into this the 15th day of December, 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, **Scott D. Hall ("Trustee")**, whose address is 105 Bruce Street, Sevierville, TN 37862, and **Mr. Jerard Muszik and Mrs. Carol Muszik**, the Beneficiaries, whose address is 560 Greystone Heights, Gatlinburg, TN 37738.

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 other good and valuable consideration, including funds transferred to and for the benefit of Borrower from Beneficiaries' investment accounts with Centurion Asset Management, Inc., 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:

Parcel One (1):

See Exhibit A

The Real Property or its address is commonly known as 935 Campbell Lead Road, Gatlinburg, Tennessee 37738.

Parcel Two (2):

SITUATE in the Second (2nd) Civil District of Sevier County, Tennessee, and being all of Lot 17 of **COUNTRY MANOR ESTATES**, as the same appears on a plat of record in Large Map Book 4, at page 2, in the Register's Office for Sevier County, Tennessee to which reference is here made for a more particular description.

SUBJECT to restrictions, easements and conditions of record in Volume 1370, at page 49 in the Register's Office for Sevier County, Tennessee.

SUBJECT to matters of survey and all notions appearing on a plat of record in Large Map Book 4, at page 2 in the Register's Office for Sevier County, Tennessee.

BEING the same property conveyed to Advanced Trading Services, Inc., a Nevada Corporation by warranty deed from Thomas Ryan and wife, Mary K. Ryan of record in Volume 2877, at page 438 - 439 in the Register's Office for Sevier County, Tennessee.

The Real Property or its address is commonly known as 442 P.A. Profitt Road, Gatlinburg, Tennessee 37738.

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 Promissory Note dated December 15, 2008, in the principal sum of Four Hundred, Seventy-Two Thousand, Five Hundred and Seventy Dollars (\$472,570.00), 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 January 31, 2009, 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.

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:

1. Deed of Trust, securing obligatory advances, from Advanced Trading Services, Inc., a Nevada Corporation (also known as Advanced Trading Service), in favor of Regions Bank, N.A., securing a note dated May 8th, 2008, in the amount of \$3,800,000.00 and of record in Book 3081 page 238.
2. Deed of Trust securing indebtedness in the amount of \$1,237,500 dated May 8th, 2008 and of record at Book 3081, Page 247 in the Register's Office, Sevier County, Tennessee.
3. Deed of Trust securing indebtedness in the initial principal amount of \$448,000 of record at Book 3040, Page 321.
4. Deed of Trust securing indebtedness owed Robert Warren in the initial principal amount of \$400,000 and of record at Instrument Book 3180, Page 718.

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 AS 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 reinstate, 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 superlien 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 provided, 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 or 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 or of 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: 

Dennis Bolze, 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 with full authority of the corporation.

WITNESS my hand and official seal this 15th day of December, 2008.

Debbie L. Hill
NOTARY PUBLIC

My Commission Exp: 8-7-2012



EXHIBIT A

SITUATED in the 11th Civil District of Sevier County, Tennessee, and within the corporate limits of The City of Gatlinburg, Tennessee, and being a 8.437 acre tract, more or less, and being more particularly described as follows:

BEGINNING at an iron pin in the southern right-of-way line of Campbell Lead Road and being further located South 65 deg. 24 min. 20 sec. East, 609.83 feet from the centerline intersection of Wiley Oakley Drive and Campbell Lead Road; thence from said point of beginning, North 89 deg. 13 min. 37 sec. East, 17.22 feet to an iron rod; thence South 89 deg. 36 min. 30 sec. East, 133.14 feet to an iron rod; thence South 88 deg. 32 min. 11 sec. East, 70.96 feet to an iron rod; thence a curve to the left bearing North 86 deg. 06 min. 55 sec. East, $L=84.92$ feet, $R=454.84$ feet, $CH=84.79$ feet to an iron rod; thence North 89 deg. 33 min. 20 sec. East, 534.92 feet to an iron rod; thence North 89 deg. 22 min. 41 sec. East, 344.54 feet to an iron rod; thence South 71 deg. 24 min. 03 sec. West, 380.24 feet to an iron rod; thence South 54 deg. 27 min. 47 sec. West, 431.41 feet to an iron rod; thence South 44 deg. 23 min. 16 sec. West, 246.95 feet to an iron rod; thence South 18 deg. 02 min. 51 sec. West, 204.91 feet to an iron rod; thence North 44 deg. 17 min. 02 sec. West 340.26 feet to an iron rod; thence North 00 deg. 00 min. 00 sec. East, 488.60 feet to the POINT OF BEGINNING and containing 8.437 acres, more or less, according to a survey of Michael K. Suttles, TN RLS No. 1452, dated May 16, 2006, entitled "Highgate Planned Unit Development".

BEING the same property conveyed to Advanced Trading Services, Inc. by Warranty Deed from David L. Graves and wife, Carol E. Graves, said Warranty Deed being dated September 3, 2004 and recorded September 10, 2004 in Book 2064, page 357; by Warranty Deed from Johnny R. Kirkland, Jr. and wife, Teresa C. Kirkland, said Warranty Deed being dated June 3, 2004 and recorded June 8, 2004 in Book 1995, page 337; by Warranty Deed from The McLean Family Company, LLC, A Tennessee Limited Liability Company, Successor by Conversion to The McLean Family Limited Partnership, a Tennessee Limited Partnership, said Warranty Deed being dated July 1, 2004 and recorded July 2, 2004 in Book 2015, page 73; by Quit Claim Deed from Dennis R. Bolze and wife, Kathleen M. Bolze, said Quit Claim Deed being dated July 17, 2006 and recorded July 17, 2006 in Book 2574, page 716; by Warranty Deed from The McLean Family Company, LLC, a Tennessee Limited Liability Company, formerly The McLean Family Limited Partnership, a Tennessee Limited Partnership, said Warranty Deed being dated March 20, 2006 and recorded March 21, 2006 in Book 2488, page 758; by Warranty Deed from James S. Lattimore, Jr. and wife, Joan C. Lattimore, said Warranty Deed being dated April 13, 2005 and recorded April 18, 2005 in Deed Book 2223, page 501; and by Quit Claim Deed from The City of Gatlinburg, said Quit Claim Deed being dated July 18, 2006 and recorded August 2, 2006 in Book 2586, page 429, all in the Register's Office for Sevier County, Tennessee.

This Instrument Prepared By:
Barry W. Eubanks, Esq.
The SCOTT LAW GROUP, PC
100 E. Main Street, Suite 500
Sevierville, TN 37862
(865) 453-3300

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

BK/PG: 3199/616-620

08060050

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

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. Coppley 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 reinstate, 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 superlien 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 provided, 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 untenantability 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

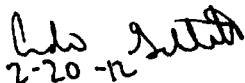
STATE OF TENNESSEE

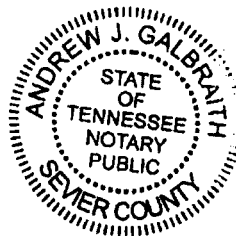
COUNTY OF SEVIER

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:


2-20-11



RECORDATION REQUESTED BY:

REGIONS BANK
BEARDEN KNOXVILLE MAIN
161 MAJOR REYNOLDS PLACE
KNOXVILLE, TN 37919

WHEN RECORDED MAIL TO:

Regions Bank Loan Servicing
PO Box 5014
Montgomery, AL 36103

SEND TAX NOTICES TO:

Regions Bank Loan Servicing
P. O. Box 4897
Montgomery, AL 36103-4897

BK/PG: 3081/247-255

08025387

9 PGS : TRUST DEED	
BATCH: 128475	
05/08/2008 - 08:00 AM	
VALUE	1237500.00
MORTGAGE TAX	1420.82
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1458.82

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

OWNER:

ADVANCED TRADING SERVICES, INC.
935 CAMPBELL LEAD RD
GATLINBURG, TN 37738

FOR RECORDER'S USE ONLY

This Deed of Trust prepared by:

Name: SHERRY MARLOW
Company: Regions Financial Corporation
Address: PO Box 1984
City, State, ZIP: Birmingham, AL 35201



DOC23504053803758368200008211990000000

DEED OF TRUST

NOTICE: THIS DEED OF TRUST SECURES "OBLIGATORY ADVANCES" AND IS FOR "COMMERCIAL PURPOSES" AS THOSE TERMS ARE DEFINED IN SECTION 47-28-101 OF TENNESSEE CODE ANNOTATED.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$1,237,500.00.

THIS DEED OF TRUST is dated May 1, 2008, among ADVANCED TRADING SERVICES, INC., A Nevada Corporation ("Grantor"); REGIONS BANK, whose address is BEARDEN KNOXVILLE MAIN, 161 MAJOR REYNOLDS PLACE, KNOXVILLE, TN 37919 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FMLS, Inc., whose address is 601 Market Center, Chattanooga, TN 37402 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For and in consideration of Five Dollars (\$5.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold, and does hereby bargain, sell, convey and confirm unto the Trustee in trust, with Power of Sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SEVIER County, State of Tennessee:

SEE EXHIBIT A

The Real Property or its address is commonly known as 935 CAMPBELL LEAD RD, GATLINBURG, TN 37738.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, under which Lender may make advances to Grantor up to the maximum principal indebtedness of \$1,237,500.00 so long as Grantor complies with all the terms of the Credit Agreement.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**DEED OF TRUST
(Continued)**

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that

**DEED OF TRUST
(Continued)**

Loan No: 6037583682000821199

Page 3

coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the maximum amount of your credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall

mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor shall well and truly pay and perform the obligations at the time and times, and in the manner mentioned in this Deed of Trust, and shall well and truly abide by and comply with each and every term, covenant and condition set forth in this Deed of Trust, then this conveyance shall be and become null and void and the Trustee shall convey the Property to the Grantor by release deed at Grantor's expense.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Credit Agreement or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor

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workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cures any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor, the same being expressly waived, to declare the entire Indebtedness immediately due and payable.

Foreclosure. With respect to all or any part of the Real Property, (a) the Trustee, at the Lender's request, shall have the right to enter and take possession of the Real Property and to sell all or part of the Real Property, at public auction, to the highest bidder for cash, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, after giving notice of the time, place and terms of such sale and of the Real Property to be sold as required by law, or (b) the Trustee or the Lender shall have the right to foreclose by judicial proceeding, in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to make application to a court of competent jurisdiction to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property prior to foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled, the equity of redemption, any statutory or common law right of redemption, homestead, dower, marital share and all other exemptions and other rights which might defeat, reduce or affect the right of the Lender to sell the Real Property or the Personal Property for the collection of the Indebtedness. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located 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 Grantor. Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying that Real Property without any covenant or warranty, express 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this paragraph, Grantor, or any person holding possession of the Real Property through Grantor, shall immediately surrender possession of the Real Property to the purchaser at the sale. If possession is not surrendered, Grantor or such person shall be a tenant at will of the purchaser and

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hereby agrees to pay the purchaser the reasonable rental value of the Real Property after sale.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Indemnification of Trustee. Grantor agrees to indemnify Trustee for all reasonable costs, charges, and attorneys' fees incurred by Trustee if Trustee is made a party to or intervenes in any action or proceeding affecting the Property, the title to the Property, or the interest of the Trustee or the Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Trustee shall have the authority, in Trustee's discretion, to employ all proper agents and attorneys in the execution of Trustee's duties under this Deed of Trust and in conducting any sale made pursuant to the terms of this Deed of Trust and to pay for the services rendered by such agents and attorneys out of the proceeds of the sale of the Property. If no sale is made, or if the proceeds of the sale are insufficient to pay such agents and attorneys, then Grantor agrees to pay the cost of such services. The parties in interest hereby waive the necessity of Trustee making oath, filing inventory, or giving bond as security for the execution of this trust, as may be required by the laws of Tennessee.

Successors and Assigns. In the event of the death, refusal, or of inability for any cause, on the part of Trustee named in this Deed of Trust, 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 Lender, Lender is authorized, either in Lender's own name or through an attorney or 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 Trustee named in this Deed of Trust and such like power of substitution shall continue so long as any part of the debt secured by this Deed of Trust remains unpaid.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to

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interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Tennessee.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Miscellaneous Waivers. Grantor waives all right of homestead, equity of redemption, statutory right of redemption, and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means REGIONS BANK, and its successors and assigns.

Borrower. The word "Borrower" means ADVANCED TRADING SERVICES, INC. and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated May 1, 2008, with credit limit of \$1,237,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Credit Agreement is May 1, 2009. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Hazardous Waste Management Substances Act of 1988, T.C.A., 68-212-201, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means ADVANCED TRADING SERVICES, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Credit Agreement.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed

DEED OF TRUST
(Continued)

of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means REGIONS BANK, its successors and assigns.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means FMLS, Inc., whose address is 801 Market Center, Chattanooga, TN 37402 and any substitute or successor trustee.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ADVANCED TRADING SERVICES, INC.

By: [Signature]
DENNIS R BOLZE, President of ADVANCED TRADING SERVICES, INC.

By: [Signature]
KATHLEEN BOLZE, Vice President of ADVANCED TRADING SERVICES, INC.

CORPORATE ACKNOWLEDGMENT

STATE OF TN)
COUNTY OF Knox) ss

Before me, [Signature], a Notary Public in and for the State and County aforesaid, personally appeared DENNIS R BOLZE; KATHLEEN BOLZE of ADVANCED TRADING SERVICES, INC., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President; Vice President of ADVANCED TRADING SERVICES, INC., the within-named bargainer, a corporation, and that they as such President; Vice President of ADVANCED TRADING SERVICES, INC., being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such President; Vice President of ADVANCED TRADING SERVICES, INC..

WITNESS my hand and seal at office, on the 1st day of May, 2002

My Commission Expires: 10/13/01

[Signature]
Notary Public

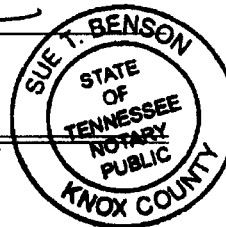


EXHIBIT A

SITUATED in the 11th Civil District of Sevier County, Tennessee, and within the corporate limits of The City of Gatlinburg, Tennessee, and being a 8.437 acre tract, more or less, and being more particularly described as follows:

BEGINNING at an iron pin in the southern right-of-way line of Campbell Lead Road and being further located South 65 deg. 24 min. 20 sec. East, 609.83 feet from the centerline intersection of Wiley Oakley Drive and Campbell Lead Road; thence from said point of beginning, North 89 deg. 13 min. 37 sec. East, 17.22 feet to an iron rod; thence South 89 deg. 36 min. 30 sec. East, 133.14 feet to an iron rod; thence South 88 deg. 32 min. 11 sec. East, 70.96 feet to an iron rod; thence a curve to the left bearing North 86 deg. 06 min. 55 sec. East, L=84.92 feet, R=454.84 feet, CH=84.79 feet to an iron rod; thence North 89 deg. 33 min. 20 sec. East, 534.92 feet to an iron rod; thence North 89 deg. 22 min. 41 sec. East, 344.54 feet to an iron rod; thence South 71 deg. 24 min. 03 sec. West, 380.24 feet to an iron rod; thence South 54 deg. 27 min. 47 sec. West, 431.41 feet to an iron rod; thence South 44 deg. 23 min. 16 sec. West, 246.95 feet to an iron rod; thence South 18 deg. 02 min. 51 sec. West, 204.91 feet to an iron rod; thence North 44 deg. 17 min. 02 sec. West 340.26 feet to an iron rod; thence North 00 deg. 00 min. 00 sec. East, 488.60 feet to the POINT OF BEGINNING and containing 8.437 acres, more or less, according to a survey of Michael K. Suttles, TN RLS No. 1452, dated May 16, 2006, entitled "Highgate Planned Unit Development".

BEING the same property conveyed to Advanced Trading Services, Inc. by Warranty Deed from David L. Graves and wife, Carol E. Graves, said Warranty Deed being dated September 3, 2004 and recorded September 10, 2004 in Book 2064, page 357; by Warranty Deed from Johnny R. Kirkland, Jr. and wife, Teresa C. Kirkland, said Warranty Deed being dated June 3, 2004 and recorded June 8, 2004 in Book 1995, page 337; by Warranty Deed from The McLean Family Company, LLC, A Tennessee Limited Liability Company, Successor by Conversion to The McLean Family Limited Partnership, a Tennessee Limited Partnership, said Warranty Deed being dated July 1, 2004 and recorded July 2, 2004 in Book 2015, page 73; by Quit Claim Deed from Dennis R. Bolze and wife, Kathleen M. Bolze, said Quit Claim Deed being dated July 17, 2006 and recorded July 17, 2006 in Book 2574, page 716; by Warranty Deed from The McLean Family Company, LLC, a Tennessee Limited Liability Company, formerly The McLean Family Limited Partnership, a Tennessee Limited Partnership, said Warranty Deed being dated March 20, 2006 and recorded March 21, 2006 in Book 2488, page 758; by Warranty Deed from James S. Lattimore, Jr. and wife, Joan C. Lattimore, said Warranty Deed being dated April 13, 2005 and recorded April 18, 2005 in Deed Book 2223, page 501; and by Quit Claim Deed from The City of Gatlinburg, said Quit Claim Deed being dated July 18, 2006 and recorded August 2, 2006 in Book 2586, page 429, all in the Register's Office for Sevier County, Tennessee.

IN THE CIRCUIT COURT FOR SEVIER COUNTY, TENNESSEE

**JERARD MUSZIK and
CAROL MUSZIK,**

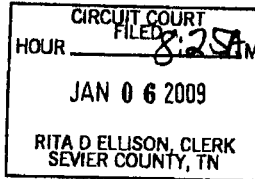
Plaintiffs,

v.

No. 2009-0009-II

**DENNIS R. BOLZE,
ADVANCED TRADING SERVICES, INC.
and
CENTURION ASSET MANAGEMENT, INC.,**

Defendants.



WRIT OF ATTACHMENT

To the Sheriff of Sevier County - GREETINGS:

Whereas, Plaintiff hath complained on oath to me, Rita Ellison, Clerk of the Circuit Court of Sevier County, Tennessee, that Dennis R. Bolze, Advanced Trading Services, Inc., and Centurion Asset Management, Inc., Defendants, are justly indebted, or liable, to the said Plaintiffs in the sum of Five Hundred, Fourteen Thousand, and Seventy Dollars (\$514,070) plus interest and affidavit having also been made in writing and bond given as required by law in attachment cases, **YOU ARE HEREBY COMMANDED** to attach so much of the estate of the said defendant(s) as will be of value sufficient to satisfy the debt and costs according to the complaint and affidavit, and particularly as follows:

all assets of the Defendants, wherever the funds may be located and that the Defendants be compelled to tender such assets to the Court for application to the just debts owed to the Plaintiffs.

Any entity in possession or control of the above identified property shall identify the asset and report it to the Court for disposition consistent with the Court's Order.

And such estate, unless replevied, so to secure that the same may be liable to further proceedings thereon to be had in the Circuit Court of Sevier County, Tennessee, to be held at the courtrooms of said Court where you will make known how you have executed this writ.

WITNESS: Rita Ellison, Circuit Court Clerk of the Sevier County Circuit Court,
Sevierville, Tennessee on this the 6 day of January, 2009.

Rita D. Ellison
Circuit Court Clerk

By Beverly Light
Deputy Clerk

BK/PG: 3252/359-360
09001043

2 PGS : ATTACHMENT	
MONTIE BATCH: 142496	
01/06/2009 - 09:16 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

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

STATE OF TENNESSEE, COUNTY OF SEVIER
I, Rita D. Ellison, Circuit Court Clerk

Certify this to be an exact copy of

WBT Attachment
as appears of record in my office. Attest this
day of January, 2009.

Rita D. Ellison
Circuit Clerk or Deputy Clerk

SEVIER
COUNTY

Sample Auction Documents



Sample Sale Day Contract



SALES CONTRACT

DATE May 14, 2011

This contract entered into this 14th day of May, 2007 by and between FURROW AUCTION COMPANY, 1022 Elm Street, Knoxville, TN. 37921 - 865-546-3206, Agent of Walter N. Winchester, Successor Trustee, the first part; and _____ of the second part.

WITNESSETH

First Party hereby sells to Second Party, and Second Party buys from First Party, subject to conditions hereinafter set out, the following described premises: Land and improvements located at 935 Campbell Lead Road, Gatlinburg, TN situated in the Eleventh (11th) Civil District of Sevier County, TN, and within the corporate limits of the City of Gatlinburg, TN, and being a 8.347 acre tract, more or less, Being the same property conveyed to Advanced Trading Services, Inc, by deeds recorded in Book 2064, page 357, Book 1995, page 337, Book 2015, page 73, Book 2574, page 716, Book 2488, page 758, Book 2223, page 501 and Book 2586, page 429, all in the Sevier County Register's Office.

In consideration of \$ _____ paid by Second Party as earnest money and part of the purchase price, receipt of which hereby acknowledged, this contract is made binding on both parties, their heirs, executors, or assigns. First Party shall offer or deliver to Second Party Successor Trustee's deed, with exceptions as stated herein, being: **ANY RECORDED ROAD-WAY RIGHTS OF WAY OR UTILITY EASEMENTS; ZONING; RIGHTS OF TENANTS IN POSSESSION; ALL EXCEPTIONS BOTH STANDARD AND SPECIAL AS SHOWN ON COMMITMENT FOR TITLE FROM FIRST AMERICAN TITLE INSURANCE COMPANY, DATED APRIL 1, 2011, COMMITMENT NO. 91839/REVISED/KAD; AND ALL MATTERS SET FORTH IN THE SUCCESSOR TRUSTEE'S NOTICE OF SALE READ AT THE TIME AND PLACE OF THE SALE AND ALL ANNOUNCEMENTS MADE AT SUCH SALE BY THE SUCCESSOR TRUSTEE AND/OR FURROW AUCTION COMPANY.**

Second Party shall, within 20 days after date of this contract, pay for the property \$ _____ **(INCLUDES 10% BUYER'S PREMIUM)**, under the following terms: 10% DOWN WITH THE SIGNING OF THIS CONTRACT; BALANCE DUE ON CLOSING WITHIN 20 DAYS.

THIS PROPERTY SOLD IN IT "AS IS, WHERE IS, AS INSPECTED" CONDITION WITH NO WARRANTIES EITHER IMPLIED OR EXPRESS. NO PERSONAL PROPERTY IS BEING CONVEYED WITH THIS CONTRACT.

Deed shall be made to As Directed

Title Insurance (at Second Party's expense) [☐ Yes [☐ No Will Advise

IT IS FURTHER MUTUALLY AGREED

1. First Party herein is not the Trustee of the property, but Agent. Hence this agreement is subject in all respects to approval and acceptance on part of the Trustee.
2. If the Trustee declines to accept the above offer, or approve terms as set out, then this trade is void, the agreement terminated and the above \$ _____ paid as earnest money and part of purchase price, shall be refunded to the Second Party.
3. In the event of the destruction or damage of the premises by fire or other casualty prior to the closing of this sale, Second Party shall have the option to either receive any insurance proceeds on the property destroyed and close and consummate the transaction, or to rescind this contract and receive a refund of any earnest money or down payment made.
4. If Second Party fails to carry out and perform the terms of this agreement within 20 days after date of this contract, except for some good reason satisfactory and acceptable to First Party, he shall forfeit the above amount advanced as earnest money and part of purchase price and be held liable for complete fulfillment of the within agreement, and the Trustee and Agent shall equally divide the earnest monies forfeited by the Buyer.
5. **Closing and Settlement. Closing to be conducted by JEFF MCCALL, TENNESSEE VALLEY TITLE, KNOXVILLE, TN - (865) 523-0209 on or before 6/03/2011, and Buyer to incur all of title company's closing fee.**
6. **Condition of Property.** Second Party hereby agrees that an inspection of the property has been made by Second Party, and that the purchase is based upon such inspection and such additional independent investigation as Second Party has chosen to make, and not by or through any representations made by First Party, or any agent for First Party. Second Party hereby expressly waives any and all claims for damages or rescission of this contract due to any representations made by First Party or First Party's Agent, except such representations as may be contained in this contract.
7. **Acknowledgement.** Second Party acknowledges that in connection with its purchase of this property from Owner, Furrow Auction Company disclosed to the undersigned all information, if any, made known by the owner to Furrow Auction Company concerning the exposure of the property to hazardous wastes and/or substances, and/or the storage of hazardous wastes and/or substances and existence of lead-based paint on the property. The undersigned is hereby determining to go forward with the purchase based on this information.

8. Agency Disclosure Statement. Second Party acknowledges that Furrow Auction Company disclosed the Seller in this transaction.
9. Entire Agreement. Both First Party and Second Party agree that this contract constitutes the sole and only agreement between them respecting the property and shall not be modified, except in writing and shall be binding upon their heirs and assigns, or successors and assigns.

FURROW AUCTION COMPANY

Accepted: _____
Successor Trustee

Date: **May 14, 2011** _____

First Party

Second Party



Sample Substitute Trustee's Deed



Sample Bidder Card



NAME _____

COMPANY NAME _____
PLEASE PRINT

2



**FURROW
AUCTION
COMPANY**

Real Estate Brokers • Industrial Auctioneers
1022 Elm St. • Knoxville, TN 37921 • License #62
Phone (865) 546-3206 • FAX (865) 525-4179
Internet: www.furrow.com
E-mail: furrow@furrow.com

PLEASE DISPLAY IN POCKET

BIDDER NO. **2**
PLEASE PRINT

NAME: _____

COMPANY NAME _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

PHONE: OFFICE (____) _____

PHONE: HOME (____) _____

U.S. FUNDS: CASH _____ CERTIFIED _____

BANK REFERENCE _____

DEALER'S TAX NO. _____

E-MAIL ADDRESS _____

IF YOU ARE ALREADY ON OUR MAILING LIST PLEASE CHECK ☐

NOTE:

I accept this bidder number and assume full responsibility for all sales awarded to this number by the Auctioneer. I understand that all equipment is bought in "as is" condition and rejection of equipment due to condition is expressly waived.

I further agree to be financially responsible for all losses incurred by the Sellers and Auctioneers due to my failure to comply with any terms or conditions of the sale. Unless otherwise agreed, all property purchased by me or my agent becomes my sole responsibility upon the conclusion of this auction sale.

I hereby acknowledge my acceptance of these terms and conditions of this agreement.

Signature _____

How did you learn about our auction? _____

Terms and Conditions

NOTE: I accept this bidder number and assume full responsibility for all sales awarded to this number by the Auctioneer. I understand that all equipment is bought in "as is" condition and rejection of equipment due to condition is expressly waived. I further agree to be financially responsible for all losses incurred by the Seller and Auctioneer due to my failure to comply with any terms or conditions of this sale. Unless otherwise agreed, all property purchased by me or my agent becomes my sole responsibility upon the conclusion of this auction sale. I hereby acknowledge my acceptance of these terms and conditions of this agreement.

"Totally Committed to One Goal - Offering the Best, Most Professional Service in the Auction Industry."

Sam Furrow
Chairman of Furrow Auction Company

Specializing in

Public Auctions
Orderly Liquidations
Private Sales
Industrial Equipment Appraisals

Mission Statement: To offer the best and most professional service in the auction industry, to build long-term relationships, and to implement the auction process as a systematic procedure designed to maximize our clients' objectives and profitability.

Please call our toll-free line for updates to our current auction schedule: 1-800-4FURROW (438-7769).

Fax number: (865) 525-4179

E-mail: furrow@furrow.com

Website: www.furrow.com

Please initial here that you have read and understand the Terms and Conditions shown on the back of this bidder card _____



FURROW AUCTION COMPANY

1022 Elm Street ~ Knoxville, Tenn. 37921 ~ 1-800-4FURROW ~ License # 62