

NOTICE OF FORECLOSURE SALE

Linda S. Hyman (the "Borrower") conveyed to Thomas F. Baker IV, as Trustee, real property in Bradley County, Tennessee by Deed of Trust dated January 28, 2004, recorded February 3, 2004 in Book 1405, page 174 in the Register's Office of Bradley County, Tennessee, which was modified by Modification of Deed of Trust dated September 20, 2004, recorded September 24, 2004 in Book 1471, page 952 in said Register's Office (collectively, the "Deed of Trust") to secure payment and performance of the debt described in the Deed of Trust.

First Tennessee Bank National Association (the "Bank") is the owner and holder of the debt secured by and the beneficiary of the Deed of Trust.

The Bank, as such owner, holder and beneficiary, appointed Justin M. Sveadas as Substitute Trustee by Appointment of Substitute Trustee recorded in Book 2070, page 173 in said Register's Office.

Default has been made in the payment of the debt secured by the Deed of Trust. The Bank has declared the entire balance due and payable and has instructed the Substitute Trustee to foreclose the Deed of Trust in accordance with its terms.

NOW, THEREFORE, on **Friday, February 3, 2012, commencing at 11:15 a.m. EST at the main entrance of the Bradley County Courthouse in Cleveland, Tennessee, and adjourning to 12:00 noon EST at the site of the property**, the Substitute Trustee will offer for sale and sell at public auction to the highest and best bidder for cash the property therein conveyed, which has an address of **3555 Keith Street, S.W., Suite 211, Cleveland, Tennessee 37312**, more particularly described as follows:

Office Condo Unit 211 of the Creekside Office Park as set out in Master Deed recorded in Book 1386, page 997 (erroneously referred to as page 999 in previous deeds in the chain of title), and part of Lot 1, Creekside, being a resubdivision of Dogwood Park, Lot 1 and Additional Property as shown by plat of record in Plat Book 17, page 74 in the Register's Office of Bradley County, Tennessee, to which reference is herein made.

Being the same property conveyed by Warranty Deed recorded in Book 1405, page 171 in said Register's Office. Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

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

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

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

The following items recorded in said Register's Office may be adversely affected by the foreclosure sale: (1) Judgment dated March 5, 2008 in the case of Dr. Ronald V. Free v. Linda Hyman and Gary Hyman, Bradley County General Sessions Court Case No. C-66690, recorded March 13, 2008 in Book 1821, page 70, (2) Judgment dated December 3, 2008 in the case of Tennessee Valley Federal Credit Union, Bradley County General Sessions Court Case No. C-71088, recorded December 12, 2008 in Book 1876, page 549, and (3) Judgment dated May 19, 2010 in the case of First Tennessee Bank National Association v. Linda S. Hyman d/b/a Approved Mortgage Services, Bradley County Chancery Court Case No. CV-09-356, recorded June 14, 2010 in Book 1977, page 32.

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

1. Postpone the sale of all or any portion of the property by public announcement at such time and place of sale, and from time to time thereafter postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and, without further notice, make such sale at the time and place fixed by the last postponement, or in his discretion, give a new notice of sale.

2. Appoint an agent to sell the property in accordance with the power of sale contained in the Deed of Trust and to take other action which the Substitute Trustee may take thereunder.

3. Elect to delay the sale for a reasonable time during regular business hours on the same day to be continued at the same place at the announced time in order to enable any bonafide bidder to determine and submit a bid, so long as no potential purchaser is thereby precluded from placing a bid.

4. Elect to sell the property in any other manner or manners as may accomplish the most advantageous sale and consequent discharge of his trust obligation under the circumstances.

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

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