

E FILED ON 08/25/2017
THOMAS E. CROWE, ESQ.
THOMAS E. CROWE PROFESSIONAL
LAW CORPORATION
2830 S. Jones Blvd., Suite 3
Las Vegas, Nevada 89146
(702) 794-0373
Nevada State Bar no. 3048
tccrowe@thomascrowelaw.com
Attorney for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:)	BANKRUPTCY NUMBER:
)	BK-S-17-11407-MKN
TRUE AUTHORITY CHURCH INTERNATIONAL,)	Chapter 11
)	
)	DATE:
Debtor-in-Possession.)	TIME:
)	
)	

MOTION TO APPROVE SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS

Comes now, the Debtor above-named, by and through its attorney, THOMAS E. CROWE, ESQ., and moves this Court for an order approving the sale of Debtor's real property located at 4017 S. Third St., Memphis, TN, as set forth in the points and authorities attached hereto.

DATED this 25th day of August, 2017.

THOMAS E. CROWE PROFESSIONAL
LAW CORPORATION

By /s/ THOMAS E. CROWE
THOMAS E. CROWE, ESQ.
2830 S. Jones Blvd. #3
Las Vegas, Nevada 89146
Attorney for Debtor

POINTS AND AUTHORITIES

11 U.S.C. §363(b)(1) provides as follows:

The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.

11 U.S.C. §363(d) and (e) provides as follows:

(d) The trustee may use, sell, or lease property under subsection (b) or (c) of this section only to the extent not inconsistent with any relief granted under section 362(c), 362(d), 362(e), or 362(f) of this title.

(e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest.

Additionally, 11 U.S.C. §363(f)(3) and (5) provide:

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if-

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

* * *

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

The Debtor filed a Chapter 11 bankruptcy on July 21, 2017. Listed on the Debtor's Schedules and Statements is certain real property located at 4017 S. Third St., Memphis, TN, and is more particularly described on Exhibit 1, Preliminary Title Report, attached hereto and made a part hereof.

The Debtor wishes to sell the property to Brothers About Change. The terms of said sale are set forth on the Purchase and Sale Agreement, Exhibit 2. The purchase price of the property will be \$375,000.00. See Exhibit. 3, Settlement Statement - HUD.

The sale will result in payment of all commissions, fees, escrow and title charges as customary in Clark County, Nevada, per the agreement contained in the Escrow Instructions and the Preliminary Title Report.

Attorney's fees to THOMAS E. CROWE PROFESSIONAL LAW CORPORATION, in the amount of \$2,000.00, shall be paid from funds from the sale of the house .

The Debtor requests that the Court waive the 14 day appeals process if there is no objection to the sale.

WHEREFORE, Debtors pray

- (1) For an Order approving the sale of Debtor's real property as provided herein; and
- (2) For such other and further relief as the Court deems just and proper in the circumstances.

DATED this 25th day of August, 2017.

THOMAS E. CROWE PROFESSIONAL
LAW CORPORATION

By /s/ THOMAS E. CROWE
THOMAS E. CROWE, ESQ.
2830 S. Jones Blvd. #3
Las Vegas, NV 89146
Attorney for Debtor

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:)	BANKRUPTCY NUMBER:
)	BK-S-17-11407-MKN
TRUE AUTHORITY CHURCH INTERNATIONAL,)	Chapter 11
)	
)	DATE:
Debtor-in-Possession.)	TIME:
)	
)	

**PROPOSED ORDER RE: MOTION TO APPROVE SALE OF REAL PROPERTY
FREE AND CLEAR OF LIENS**

This matter having come on for hearing on this _____ day of _____, 2017,
THOMAS E. CROWE, ESQ., attorney for Debtor, having been present, proper notice having been
given, no opposition having been presented, and for good cause appearing therefor:

IT IS HEREBY ORDERED THAT the sale of the property, located at 4017 S. Third St., Memphis, TN is hereby approved for the sum of \$385,000.00.

IT IS FURTHER ORDERED THAT the sale will result in payment of all commissions, fees, escrow and title charges as customary in Clark County, Nevada, per the agreement contained in the Escrow Instructions and the Preliminary Title Report.

IT IS FURTHER ORDERED THAT Attorney's fees to THOMAS E. CROWE PROFESSIONAL LAW CORPORATION, in the amount of \$2,000.00, shall be paid from funds from the sale of the house.

IT IS FURTHER ORDERED THAT the Court shall waive the 14 day appeals process if there is no objection to the sale.

THOMAS E. CROWE PROFESSIONAL
LAW CORPORATION

By /s/ THOMAS E. CROWE
THOMAS E. CROWE, ESQ.
2830 S. Jones Blvd. #3
Las Vegas, NV 89146
Attorney for Debtor

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

The court has waived the requirement of approval under LR 9021(b)(1).

No party appeared at the hearing or filed an objection to the motion.

I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

/s/THOMAS E. CROWE
THOMAS E. CROWE, ESQ.

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EXHIBIT 1

EXHIBIT 1



FIDELITY NATIONAL TITLE GROUP

6060 POPLAR AVENUE, SUITE LL-37, MEMPHIS, TN 38119-0916 (901) 821-0303 FAX (901) 821-0400

TITLE SEARCH REPORT

File No. 5383045

Ref. No.

TO: ANGELA GREEN

Examining Attorney:

This Title Search Report is intended to be used in conjunction with the issuance of a title insurance policy by one of the title insurance underwriting companies of Fidelity National Title Group: Chicago Title, Commonwealth Land Title, Fidelity National Title. *If this Title Search Report is used for any other purpose, the liability of this company is limited to the cost of this search.*

For purposes of title examination covering the subject property, as of 10-4-2010, title to the subject property was vested in TRUE AUTHORITY CHURCH INTERNATIONAL, and has been found acceptable for the purpose of issuance of a policy title insurance by one of the above mentioned title insurance underwriting companies, subject to the matters disclosed in your title opinion.

You are authorized to base your title opinion, for the purpose of issuance of a policy of title insurance by one of the above mentioned title insurance underwriting companies, upon examination of the information provided within this Title Search Report and any other matters which may be known to you, disclosed to you, of record or unrecorded, which affect the subject property, and which may be disclosed by a prior title insurance policy, survey, inspection of the subject property or otherwise. These matters, if any, must be submitted with your opinion.

Note: Additional matters such as obligations, easements, restrictions and/or covenants may be contained within the documents shown within this Title Search Report. The names searched as part of the Name Certification included herein have been searched for a period of 20 years.

Property Address: 4017 HIGHWAY 61

Legal Description:

Property as described in Special Warranty Deed 10102495, in the Register's Office of Shelby County, Tennessee.

Tax Parcel #: 75 - 99 - 33

Prior Exceptions:

Plat Book : 6-22

Covenants/Restrictions:

Easements: 3217-336, 6172-64, AV-8075, FP-7428

Trust Deeds: Prior Trust Deeds released unless shown.

Other Matters:

**FIDELITY NATIONAL TITLE GROUP**

6060 POPLAR AVENUE, SUITE LL-37, MEMPHIS, TN 38119-0916 (901) 821-0303 FAX (901) 821-0400

CHAIN OF TITLE

File No. 5383045

FILED	GRANTOR	GRANTEE	INSTRUMENT	BOOK-PAGE	REMARK
10-4-10	BANKTENNESSEE	TRUE AUTHORITY CHURCH INTERNATIONAL	SPECIAL WARRANTY DEED	10102495	
10-4-10	TRUE AUTHORITY CHURCH INTERNATIONAL	REGIONS BANK	TRUST DEED	10102496	
12-10-10	TRUE AUTHORITY CHURCH INTERNATIONAL	REGIONS BANK	TRUST DEED	10129093	
7-23-12	TRUE AUTHORITY CHURCH INTERNATIONAL		FEDERAL TAX LIEN	12081183	
9-22-14	TRUE AUTHORITY CHURCH INTERNATIONAL		FEDERAL TAX LIEN	14096788	

Cert:	TRUE AUTHORITY CHURCH INTERNATIONAL				
	FREDERICK CAGER (PASTOR)				
Buyer:	BROTHERS ABOUT CHANGE				
5-12-95	BROTHERS ABOUT CHANGE		CHARTER	FB-5444	
9-12-06	FREDERICK CAGER		JUDGMENT	06149506	REF
Update:1					
3-23-16	REGIONS BANK	KIRKLAND INVESTORS, LLC	ASSIGNMENT	16027886	10102496
3-23-16	REGIONS BANK	KIRKLAND INVESTORS, LLC	ASSIGNMENT	16027589	10129093
Update:2					
Update:3					
12-21-16			SUB.TRUTEE	16129545	10102496
1-10-17	DAILY NEWS		FORECLOSURE NOTICE		10102496
2-27-17			ASSIGNMENT	17020020	10129093
2-27-17			ASSIGNMENT	17020024	10102496
3-23-17	TRUE AUTHORITY CHURCH INTERNATIONAL		BANKRUPTCY	17-11407-MKN CHAPTER 11	DISTRICT OF NEVADA (LAS VAGAS)
Information to follow:			Certified to: 7-20-2015, AT 8:00 A.M.		
For further information, please call or email: 901-821-0303 (main) 901-786-6042 (direct) or vu.huynh@fntg.com			New Certification Date: 8-24-2016 to 12-12-2016 at 8:00 A. M.		
Searcher information: 22-43S-4E-SW-5			New Certification Date: 8-14-2017, at 8:00 A.M.		
			By: Vu Huynh		



FIDELITY NATIONAL TITLE GROUP

6060 POPLAR AVENUE, SUITE LL-37, MEMPHIS, TN 38119-0916 (901) 821-0303 FAX (901) 821-0400

TAX INFORMATION

File No. 5383045

The Tax Information is for informational purposes only. The appropriate tax office must be contacted to confirm the status of payment and correct amount of such taxes.

ADDRESS: 4017 HIGHWAY 61	YEAR	WARD/ DISTRICT	BLOCK	PARCEL	SPLITS
	2017	75	99	33	
	2016				
	2015				
LEGAL DESCRIPTION: See Source Deed...	2014				
	2013				
	2012				
ASSESSED OWNER: TRUE AUTHORITY CHURCH INTERNATIONAL					

YEAR	ASSESSED TO	CITY		COUNTY		ASSESSMENT
		AMOUNT	STATUS	AMOUNT	STATUS	
2017						0
2016			EXEMPT		EXEMPT	0
2015						
2014						
2013						
2012						
2011		14830.94+I&P	DEL	18696.22+I&P	DEL	465080
2010						
<i>ALL PRIOR YEARS ARE PAID UNLESS OTHERWISE STATED.</i>						

SPECIAL TAXES & CHARGES					
	Amount	Status		Amount	Status
			PILOT: City:		
WEEDS:			County:		
SIDEWALKS:			CBID:		
DEMOLITION:			TRANSPORTATION:		
OTHER:			ROLLBACK:		

CITY OF MEMPHIS ePAYMENTS

Property Tax History



Parcel Number: 075099 00033
 Property Owner: TRUE AUTHORITY CHURCH INTERNAT
 Property Address: 4017 HIGHWAY 61
 Current Balance: \$15,145.37 ✓

Balances shown are calculated as of the end of yesterday's business. Late fee programs are run nightly. Your payment will be applied starting with the oldest year not in bankruptcy. Do not use Internet queries for real estate closing. For final balance, call 522-1111, since all payments may not be posted and refunds may be due.

Year	Type	Assessment	Millage Rate	Tax Bill Number	Tax Assessed	Interest / Penalty	Other Charges	Total Due
2017	REAL	\$0	\$3.2715	152742	\$0.00	\$0.00	\$0.00	\$0.00
2016	REAL	\$0	\$3.4000	152597	\$0.00	\$0.00	\$0.00	\$0.00
2015	REAL	\$0	\$3.4000	153060	\$0.00	\$0.00	\$0.00	\$0.00
2014	REAL	\$0	\$3.4000	153398	\$0.00	\$0.00	\$0.00	\$0.00
2013	REAL	\$0	\$3.4000	153477	\$0.00	\$0.00	\$0.00	\$0.00
2012	REAL	\$0	\$3.1100	153686	\$0.00	\$0.00	\$0.00	\$0.00
→ 2011	REAL	\$465,080	\$3.1889	154025	\$14,830.94	\$664.43	\$0.00	\$15,145.37 ✓
2010	REAL	\$465,080	\$3.1957	395765	\$14,862.57	\$222.94	\$0.00	\$0.00
2009	REAL	\$465,080	\$3.1957	154457	\$14,862.57	\$0.00	\$0.00	\$0.00
2008	REAL	\$230,000	\$3.2500	155836	\$7,475.00	\$0.00	\$0.00	\$0.00
2007	REAL	\$230,000	\$3.4332	393344	\$7,896.36	\$118.44	\$0.00	\$0.00

Printed Date: 8/15/2017 at 6:28 PM CST

Owner Name: TRUE AUTHORITY CHURCH INTERNATIONAL
Property Location: 4017 HIGHWAY 61, Memphis TN
Mailing Address: 11700 W CHARLESTON BLVD # 170-488 LAS VEGAS, NV 89135-1573
Parcel ID#: 07509900000330
Legal Description: [Click Here](#)
Register GIS: [Click Here](#)
Assessor GIS: [Click Here](#)



Description of the property should be obtained by referencing the legal description on the deed of transfer. Property location and picture are not part of the legal description, and should not be relied upon as a representation of the property.

This information is as of: Tuesday, August 15, 2017 06:34:26 PM

Print Notice:



Total amount due is calculated with interest and penalty through the last day of the month. Other legal fees may be added during the month.

All tax year payoffs will be verified by the Trustee on the day of payment receipt. Payments will be applied and any remaining balance must be paid by the taxpayer before the tax lien can be removed.

To see transaction details for a receivable, click on the year:

Year	Taxing Authority	Assessment	Tax Due	Interest / Penalty	Total Fees	Total Due
<u>2017</u>	Shelby County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2016</u>	Shelby County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2015</u>	Shelby County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2014</u>	Shelby County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2013</u>	Shelby County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2012</u>	Shelby County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2011</u>	Shelby County	\$465,080.00	\$18,696.22	\$17,691.64	\$0.00	\$36,387.86
<u>2010</u>	Shelby County	\$465,080.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2009</u>	Shelby County	\$465,080.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2008</u>		\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00



	Shelby County					
<u>2007</u>	Shelby County	\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2006</u>	Shelby County	\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2005</u>	Shelby County	\$210,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2004</u>	Shelby County	\$729,320.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2003</u>	Shelby County	\$729,320.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2002</u>	Shelby County	\$729,320.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2001</u>	Shelby County	\$729,320.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>2000</u>	Shelby County	\$673,920.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>1999</u>	Shelby County	\$673,920.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>1998</u>	Shelby County	\$663,960.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>1997</u>	Shelby County	\$175,880.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>1996</u>	Shelby County	\$168,880.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>1995</u>	Shelby County	\$8,725.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>1994</u>	Shelby County	\$8,725.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>1993</u>	Shelby County	\$8,725.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>1992</u>	Shelby County	\$13,200.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:		\$18,696.22	\$17,691.64	\$0.00	\$36,387.86	



Tom Leatherwood Shelby County Register of Deeds: Instr. # 16129545



Tom Leatherwood
Shelby County Register / Archives

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

16129545

12/21/2016 - 09:45 AM

<hr/>	
3 PGS	
<hr/>	
FRED	1546444-16129545
<hr/>	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	17.00
<hr/>	

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

This instrument prepared by:
WILSON & ASSOCIATES, P.L.L.C.
1521 Merrill Drive
Suite D-220
Little Rock, AR 72211
(501)219-9388



APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, True Authority Church International, True Authority Church International C/O The Green Law Firm, PLLC executed a Deed of Trust dated September 29, 2010 in favor of FMLS, Inc., as Trustee for Regions Bank, in the amount of \$422,222.80; and

WHEREAS, said Deed of Trust was duly recorded October 4, 2010, Document No. 10102496 in the Register's Office of Shelby County, Tennessee.

NOW, THEREFORE, the undersigned holder of said Deed of Trust, or acting with the authority of the holder of said Deed of Trust, for satisfactory reasons and in accordance with the terms and conditions of said Deed of Trust, does nominate and appoint Wilson and Associates, PLLC as Successor Trustee. As Successor Trustee, Wilson and Associates, PLLC acts in the place and stead of the aforementioned Trustee named in said Deed of Trust, and said Wilson and Associates, PLLC, as said Successor Trustee, is vested with all rights, powers, duties, privileges, and immunities of the original Trustee named in said instrument. All actions taken by the Successor Trustee are hereby ratified and approved. All other Appointments of Successor Trustee in connection with said property are hereby REVOKED.

Beneficiary has appointed the substitute trustee prior to the first notice of publication as required by T.C.A. §35-5-101 and ratifies and confirms all actions taken by the substitute trustee subsequent to said date of substitution and prior to the recording of this substitution.

Tom Leatherwood Shelby County Register of Deeds: Instr. # 16129545

IN WITNESS WHEREOF, the holder of said Deed of Trust and Deed of Trust Note has caused this instrument to be executed by and through its duly authorized representative on this 9th day of December, 2016.

Kirkland Investors LLC

By: [Signature]

Printed Name: Mark A. Davis

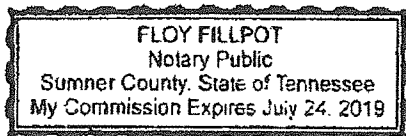
Title: Vice-President

ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Sumner Before me, the undersigned notary public of the state and county aforesaid, personally appeared Mark A. Davis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, acknowledged such person to be the president (or other such officer authorized to execute the instrument) of Kirkland Investors LLC, the within-named bargainor, a corporation, and that such officer executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation.

Witness my hand and seal at office in Goodlettsville, TN this 9th day of December, 2016.



[Signature]
Notary Public

My Commission Expires: 7/24/2019

True Copy Certification

I, Ebonie White, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Ebonie White

Signature

State of ARKANSAS

County of PULASKI

Personally appeared before me, Melissa Rochester, a notary public for this county and state, Ebonie White who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Melissa Rochester

Notary's Signature

My Commission Expires: 11/20/26
Notary' Seal (if on paper)





X

Foreclosure Notice

[Print](#)

Borrower:	True Authority Church International
Address:	4017 S 3rd St Memphis, TN 38109-4403
Original Trustee:	FMLS, Inc.
Attorney:	Wilson & Associates
Instrument No.:	10102496 ✓
Substitute Trustee:	Wilson & Associates, PLLC
Advertised Auction Date:	2/17/2017
Date of First Public Notice:	1/10/2017
Trust Date:	1/5/2017
TDN No.:	Fmd52753

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated September 29, 2010, and the Deed of Trust of even date securing the same, recorded October 4, 2010, Document No. 10102496, in Office of the Register of Deeds for Shelby County, Tennessee, executed by True Authority Church International and True Authority Church International C/O The Green Law Firm, PLLC, conveying certain property therein described to FMLS, Inc. as Trustee for Regions Bank; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by Kirkland Investors LLC.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by Kirkland Investors LLC, will, on February 17, 2017 on or about 12:00 PM, at the Shelby County Courthouse, Memphis, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Shelby County, Tennessee, and being more particularly described as follows:

Beginning at a set iron pin in the Northwest line of U.S. Highway No. 61, said point being in the east line of property recorded in Instrument No. AC-3136, and being 205.00 feet southwestwardly from the west line of Horn Lake Road as measured along the northwest line of U.S. Highway No. 61; thence south 41 degrees 45 minutes 32 seconds west with the north west line of U.S. Highway No. 61, 255.71 feet to a set iron pin in the north line of property recorded in Instrument No. U2- 4329; thence north 87 degrees 41 minutes 48 seconds west with the north line of property recorded in Instrument No. U2-4329, 459.47 feet to a found iron pin in the east line of property recorded in Instrument No. AR-1176; thence north 03 degrees 18 minutes 14 seconds east with the east line of property recorded in Instrument No. AR-1176; 97.76 feet to a found iron pin; thence north 03 degrees 05 minutes 33 seconds east with the east line of Westwood Meadows Subdivision, Section "C", recorded in Plat Book 24, Page 62, 467.85 feet to a found iron pin in the north line of property recorded in instrument No. AC-3136; thence south 88 degrees 04minutes 54 seconds east with the north line of property recorded in Instrument No. AC-3136 and with the south line of the Davey Wai, et al property, 562.29 feet to a point in the west line of property recorded in Instrument No. X5-4187; thence south 05 degrees 35 minutes 11 seconds east with the west line of property recorded in Instrument No. X5-4187, 375.45 feet to the point of beginning.

ALSO KNOWN AS: 4017 South Third Street, Memphis, TN 38109

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property:

True Authority Church International
Kirkland Investors, LLC
INTERNAL REVENUE SERVICE

On or about July 12, 2012, the United States of America, Internal Revenue Service, filed a federal tax lien against the Defendant, True Authority Church International, recorded in the Register's Office of Shelby County, Tennessee, as Instrument No. 12081183. On or about September 22, 2014, the United States of America, Internal Revenue Service,

filed a federal tax lien against the Defendant, True Authority Church International, recorded in the Register's Office of Shelby County, Tennessee, as Instrument No. 14096788. Any interest in the property held by the United States of America, Internal Revenue Service, by virtue of the aforementioned federal tax lien is both junior and inferior to the interests held by Kirkland Investors LLC. Provided, however, that the United States of America, Internal Revenue Service, pursuant to 26 U.S.C. §7425 and 28 U.S.C. §2410(c), shall have one hundred and twenty (120) days from the date of the sale within which to redeem the property by virtue of its tax lien(s) herein by payment of the actual amount paid by the purchaser at the foreclosure sale, plus any amount in excess of the expenses necessarily incurred in connection with such property, less the income from such property, plus a reasonable rental value of such property. As required by 26 U.S.C. §7425(b), the United States of America, Internal Revenue Service has been given timely notice of this action.

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. W&A No. 317941

DATED January 5, 2017
 WILSON & ASSOCIATES, P.L.L.C.,
 Successor Trustee
 FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

Jan. 10, 17, 24, 2017 Fmd52753

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Tom Leatherwood Shelby County Register of Deeds: Instr. # 17020020



Tom Leatherwood
Shelby County Register / Archives

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

17020020

02/27/2017 - 04:20 PM

3 PGS	
LAKECIA	1571900-17020020
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	17.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

Prepared By

Floy Wilson

Kirkland Investors LLC

3000 Business Park Circle Suite 500

Goodlettsville, TN 37072

After Recording Return To

Maranatha Faith Temple

PO Box 741

Horn Lake, MS 38637

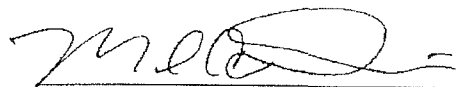
Assignment of Deed of Trust

FOR VALUE RECEIVED, Kirkland Investors LLC, 3000 Business Park Circle, Suite 500, Goodlettsville, TN 37072, its successors and assigns, hereby assigns and transfers to Maranatha Faith Temple, its successors and assigns, of PO Box 741, Horn Lake, MS 38637, all its right, title and interest in and to a certain Deed of Trust executed by True Authority Church International, on November 23, 2010, and filed and recorded in Document Number **10129093**, in the Office of the **Shelby County Register of Deeds, Tennessee**, on **December 10, 2010**, together with the real property therein described, and also the indebtedness described in said Deed of Trust, and secured thereby, the note evidencing said indebtedness having this day been transferred and assigned to the said Maranatha Faith Temple, together with all rights, title and interest in and to the said Deed of Trust, the property therein described and the indebtedness thereby secured, and the said Maranatha Faith Temple, is hereby entitled to all of the rights, powers, and privileges and securities vested in Kirkland Investors LLC, under and by virtue of the aforesaid Deed of Trust.

Property Address: 4017 S 3rd St, Memphis, TN 38109-4403

Legal Description is hereby attached as Exhibit "A".

Signed on the 27 February 2017,



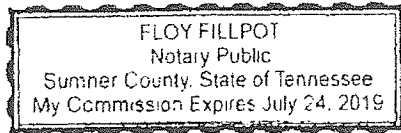
Kirkland Investors LLC

Mark A. Davis, Vice President

Torn Leatherwood Shelby County Register of Deeds: Instr. # 17020020

State of Tennessee }
County of Sumner }

On the 27 February 2017, before me, Floy Fillpot, a Notary Public, personally appeared Mark A. Davis, to me known, who being duly sworn, did say that he is the Vice President of Kirkland Investors LLC, and that said instrument was signed on behalf of said corporation.



Floy Fillpot, Notary Public

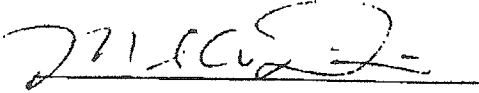
My Commission Expires: 7/24/19

EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at a set iron pin in the Northwest line of U.S. Highway No. 61, said point being in the east line of property recorded in Instrument No. AC-3136, and being 205.00 feet southwestwardly from the west line of Horn Lake Road as measured along the northwest line of U.S. Highway No. 61; thence south 41 degrees 45 minutes 32 seconds west with the north west line of U.S. Highway No. 61, 255.71 feet to a set iron pin in the north line of property recorded in Instrument No. U2- 4329; thence north 87 degrees 41 minutes 48 seconds west with the north line of property recorded in Instrument No. U2-4329, 459.47 feet to a found iron pin in the east line of property recorded in Instrument No. AR-1176; thence north 03 degrees 18 minutes 14 seconds east with the east line of property recorded in Instrument No. AR-1176; 97.76 feet to a found iron pin; thence north 03 degrees 05 minutes 33 seconds east with the east line of Westwood Meadows Subdivison, Section "C", recorded in Plat Book 24, Page 62, 467.85 feet to a found iron pin in the north line of property recorded in instrument No. AC-3136; thence south 88 degrees 04minutes 54 seconds east with the north line of property recorded in Instrument No. AC-3136 and with the south line of the Davey Wai, et al property, 562.29 feet to a point in the west line of property recorded in Instrument No. X5-4187; thence south 05 degrees 35 minutes 11 seconds east with the west line of property recorded in Instrument No. X5-4187, 375.45 feet to the point of beginning.

Tom Leatherwood Shelby County Register of Deeds: Instr. # 17020020

I, Mark A. Davis, do hereby make an oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



Mark A. Davis, Vice President

STATE OF TN
COUNTY OF SUMNER

Personally appeared before me, Floy Fillpot, a notary public for this county and state, Mark A. Davis who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Floy Fillpot
My Commission Expires: 7/24/19
Commission # NONE



Tom Leatherwood Shelby County Register of Deeds: Instr. # 17020024



Tom Leatherwood

Shelby County Register / Archives

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

17020024

02/27/2017 - 04:22 PM

3 PGS	
LAKECIA	1571903-17020024
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	17.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

Prepared By

Eloy Wilson

Kirkland Investors LLC

3000 Business Park Circle Suite 500

Goodlettsville, TN 37072

After Recording Return To

Maranatha Faith Temple

PO Box 741

Horn Lake, MS 38637

Assignment of Deed of Trust

FOR VALUE RECEIVED, Kirkland Investors LLC, 3000 Business Park Circle, Suite 500, Goodlettsville, TN 37072, its successors and assigns, hereby assigns and transfers to Maranatha Faith Temple, its successors and assigns, of PO Box 741, Horn Lake, MS 38637, all its right, title and interest in and to a certain Deed of Trust executed by True Authority Church International, a TN corporation, on September 29, 2010, and filed and recorded in Document Number **10102496**, in the Office of the **Shelby County Register of Deeds, Tennessee**, on **October 4, 2010**, together with the real property therein described, and also the indebtedness described in said Deed of Trust, and secured thereby, the note evidencing said indebtedness having this day been transferred and assigned to the said Maranatha Faith Temple, together with all rights, title and interest in and to the said Deed of Trust, the property therein described and the indebtedness thereby secured, and the said Maranatha Faith Temple, is hereby entitled to all of the rights, powers, and privileges and securities vested in Kirkland Investors LLC, under and by virtue of the aforesaid Deed of Trust.

Property Address: 4017 S 3rd St, Memphis, TN 38109

Legal Description is hereby attached as Exhibit "A".

Signed on the 27 February 2017,



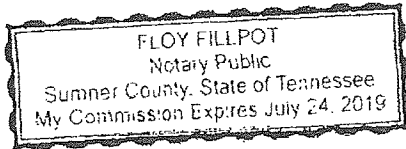
Kirkland Investors LLC

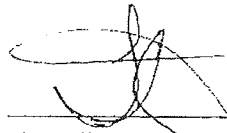
Mark A. Davis, Vice President

Tom Leatherwood Shelby County Register of Deeds: Instr. # 17020024

State of Tennessee)
County of Sumner)

On the 27 February 2017, before me, Floy Fillpot, a Notary Public, personally appeared Mark A. Davis, to me known, who being duly sworn, did say that he is the Vice President of Kirkland Investors LLC, and that said instrument was signed on behalf of said corporation.





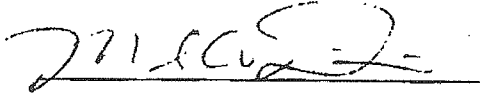
Floy Fillpot, Notary Public
My Commission Expires: 7/24/19

EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at a set iron pin in the Northwest line of U.S. Highway No. 61, said point being in the east line of property recorded in Instrument No. AC-3136, and being 205.00 feet southwestwardly from the west line of Horn Lake Road as measured along the northwest line of U.S. Highway No. 61; thence south 41 degrees 45 minutes 32 seconds west with the north west line of U.S. Highway No. 61, 255.71 feet to a set iron pin in the north line of property recorded in Instrument No. U2- 4329; thence north 87 degrees 41 minutes 48 seconds west with the north line of property recorded in Instrument No. U2-4329, 459.47 feet to a found iron pin in the east line of property recorded in Instrument No. AR-1176; thence north 03 degrees 18 minutes 14 seconds east with the east line of property recorded in Instrument No. AR-1176; 97.76 feet to a found iron pin; thence north 03 degrees 05 minutes 33 seconds east with the east line of Westwood Meadows Subdlvision, Section "C", recorded in Plat Book 24, Page 62, 467.85 feet to a found iron pin in the north line of property recorded in instnument No. AC-3136; thence south 88 degrees 04minutes 54 seconds east with the north line of property recorded in Instrument No. AC-3136 and with the south line of the Davey Wai, et al property, 562.29 feet to a point in the west line of property recorded in Instrument No. X5-4187; thence south 05 degrees 35 minutes 11 seconds east with the west line of property recorded in Instrument No. X5-4187, 375.45 feet to the point of beginning.

Tom Leatherwood Shelby County Register of Deeds: Instr. # 17020024

I, Mark A. Davis, do hereby make an oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



Mark A. Davis, Vice President

STATE OF TN
COUNTY OF SUMNER

Personally appeared before me, Floy Fillpot, a notary public for this county and state, Mark A. Davis who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Floy Fillpot
My Commission Expires: 7/24/19
Commission # NONE



EXHIBIT 2

EXHIBIT 2

PURCHASE AND SALE AGREEMENT

TERMS & CONDITIONS

DATE: 7/27/2017

BUYER(S): Brothers About Change (B.A.C.)

SELLER(S): True Authority Church

PROPERTY: 4017 S. Third St. / Memphis, TN 38109

LOT:

BLK:

SALES PRICE: \$375,000.00

INITIAL DEPOSIT DATE: 7/24/17

DEPOSIT AMOUNT: \$5,000.00

CLOSING DATE: 8/28/17

INSPECTION DATE: 7/31/17

SELLER(S)'S CONCESSION: \$0.00

The parties offer to purchase and sell the above property at the price stated herein.

1. **LEGAL DESCRIPTION** of the real estate is as stated above. See attached description.
2. **PURCHASE PRICE** is as stated above and will be paid as stated above.
3. **BUYER(S) REPRESENTATION:** As of the date of signing this Agreement, Buyer(s) has/have sufficient funds available to close this transaction in accordance with the terms proposed herein, and is not relying on any contingent source of funds not specified herein.
4. **LOAN CONTINGENCY:** If a new loan is required, this transaction is subject to Buyer(s) and Property qualifying for the loan and the lenders appraisal being not less than the purchase price. Buyer(s) agree(s) to make written loan application immediately after the signing of this agreement, not later than 5 days from the execution date. If Property is located in a designated flood zone, Buyer(s) acknowledge(s) that flood

insurance may be required as a condition of the new loan. The Buyer(s) agree(s) to immediately apply to a lender regularly engaged in making purchase money mortgage loans and to make a good faith effort to obtain such a loan at prevailing rates and terms, and in an amount not to exceed the amount shown above. If Buyer(s) has/have not obtained a written commitment for such a loan by a Mortgage Deadline to be set, Buyer(s) or Seller(s) may give notice to the other terminating this Contract. In this event the Contract will be terminated.

5. **DEPOSIT MONEY:** Deposits as listed above shall be held in a non-interest bearing account by the Offices of Oscar Malone III, Esq. All said deposits shall be held pursuant to the terms of this Agreement.

6. **DEPOSIT MONEY PAYMENT/REFUND:**

If this Agreement is not executed; or (2) Seller(s) cannot deliver marketable title; or (3) Seller(s) fail(s) to complete this transaction in accordance with this Agreement, or perform any other acts herein provided; or (4) any condition which Buyer(s) has/have made an express contingency in this Agreement (and has not been otherwise waived) does not occur, through no fault of Buyer(s), then all deposit money shall be promptly refunded to Buyer(s). However, acceptance by Buyer(s) of the refund shall not constitute a waiver of other legal remedies available to Buyer(s).

7. **REMEDY UPON DEFAULT:**

As to Seller(s):

that Seller(s)'s sole remedy against Buyer(s) for Buyer(s)'s failure to close this transaction shall be limited to the amount of money paid or agreed to be paid herein.

As to Buyer(s):

the return of the money paid herein.

8. **ESCROW DEPOSIT/INSTRUCTIONS** In the event of default, the deposit money shall be paid pursuant to the terms as stated above. In the event of any default, escrowee shall give written notice to Seller(s) and Buyer(s) indicating escrowee's intended disposition of the deposit money and request the Seller(s)'s and Buyer(s)'s written consent to the escrowee's intended disposition of the deposit money within 30 days after the date of mailing of the notice. However, Seller(s) and Buyer(s) acknowledge that escrowee may not distribute the deposit money without the joint written direction of the parties or their authorized agent. If either of the parties objects to the intended disposition within the 30 day period and the escrowee does not receive the joint written direction of the parties authorizing the distribution of the deposit money, then the parties agree that the escrowee may deposit the deposit money with the Clerk of the Court by the filing of an action in the nature of an interpleader. The parties agree that escrowee shall be reimbursed from the deposit money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and agree to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of the default claims and demands.
9. **PRORATIONS:** The Buyer(s) and Seller(s) agree to adjust municipal water charges, sewer charges and taxes, association fees/dues, rents, security deposits and other revenue/costs that are associated with the property on: closing date 8/28/17. The Buyer(s) or the Seller(s) may require that any person with a claim or right affecting the property be paid off from the proceeds of this sale. Seller(s) agree(s) to provide Buyer(s) with sufficient information to allow Buyer(s) to obtain written payoff statements from any lienholder. Seller(s) agree(s) to a Seller(s)'s concession as stated above, if any.

- 10. PROPERTY ASSOCIATION:** The Seller(s) represent(s) that the Property is not located within a development or community which is subject to a Property Association. If the Property is within such a Property Association, Seller(s) is/are to provide the Buyer(s) with all contact information regarding the same.
- 11. LEASES:** The Property is the subject of existing lease(s). If there are leases, Seller(s) to provide within five days of the execution of this Agreement copies of all leases with an accompanying Tenant Estoppel Letter. Seller(s) shall not enter into any new leases without the Buyer(s)'s written consent.
- 12. CLOSING DOCUMENTS:** Three days prior to closing the Seller(s) shall deliver to Buyer(s)'s attorney the following documents and at the closing, the Seller(s) will deliver the originals of: a. properly executed deed in recordable form; b. an adequate affidavit of title, c. information sufficient to file IRS Form 1099, d. a survey affidavit of no change if a survey exists, e. all keys to the property, f. If Seller(s) is a business entity, a resolution of sale, g. smoke and fire certification, h. certificate of occupancy or similar document, if required, h. any other documents required by the title insurance company or customarily provided.
- 13. FIXTURES:** All fixtures, including remote controls and essential related equipment, are to be left upon the property. Fixtures shall include but not be limited to: Built-in appliances; attached floor coverings; window and door screens; storm doors and windows; water heaters; attached electric lights and bathroom fixtures; light bulbs; window blinds; drapery rods and curtain rods; awnings; pool and hot tub equipment; all planted shrubs, plants and trees; except: «Enter Info Here»
- 14. PERSONAL PROPERTY:** The following personal property, in "AS IS" condition and at no stated value is included:
- 15. CLOSING:** The Closing of Title shall occur on at the date specified above at the office of the Buyer(s)'s attorney.
- 16. TERMITE/PEST:** An inspection for infestation and related damage shall be made of all structures on property by a pest control operator on the date set forth above, at the

expense of the Buyer. If such inspection reveals any infestation and/or damage, the Buyer(s) shall notify the Seller(s) in writing of such deficiency on . If the estimated cost for the repairs is less than \$500, Seller(s) shall not be obligated to perform the required work at Seller(s)'s expense. However, if the estimated cost of repairs exceeds the aforementioned amount, Seller(s) shall, in writing and within five days of receipt of the estimated costs, either (i) agree to give a credit to Buyer(s) at closing in the amount of the estimated mitigation costs, or (ii) notify Buyer(s) of its unwillingness to allow such a credit. In the event Seller(s) shall be unwilling to allow such a credit, Buyer(s) shall, within five days of such notice, (a) waive the above contingency and be responsible for the cost of mitigating the radon gas levels at his/her costs, or (b) void this Agreement in which event all deposit monies shall be returned to Buyer(s) and all further obligations between the parties shall terminate. In the event the Buyer(s) do/does not so notify the Seller(s) within the above time periods, Buyer(s) waives his/her rights under this clause.

17. BUYER(S)'S WAIVER OF INSPECTION CONTINGENCY:

If this Box is checked, the Buyer(s) waive(s) his/her/their/its right(s) to have the Property inspected by one or more licensed professionals. Buyer(s) represent(s) to Seller(s) that Buyer(s) is fully satisfied with the condition of the Property and all elements and systems thereof and elects to waive the right to have any inspections performed as a contingency to the closing of this transaction. Buyer(s)'s election to waive the right of inspection is solely Buyer(s)'s decision and at Buyer(s)'s risk.

18. Buyer(s) acknowledge(s) that Buyer(s) has/have been given an opportunity to have the Property fully inspected. **LEAD-BASED PAINT INSPECTION:** If the Property was constructed before 1978, a Lead-Based Paint Disclosure Addendum shall be signed by Seller(s) and Buyer(s) and made a part of this Sale Agreement.

If this Box is checked, the Buyer(s) waive(s) his/her/their/its right(s) to have a Lead-Base Paint risk assessment inspection of the Property. If Buyer(s) elect(s) to have a Lead-Based Paint risk assessment inspection, Buyer(s), at Buyer(s)'s expense, shall perform said inspection within the time specified above for inspections. Buyer(s) shall

promptly provide a copy of all inspections and reports to Seller(s), only if requested by Seller(s).

- 19. PROPERTY REPAIRS:** In the event repairs are required to correct any defects, Seller(s) shall pay a maximum of \$1,000.00. If the costs for such repairs exceed the amount stated, Buyer(s) may elect to pay such excess. If Buyer(s) elects not to pay, Seller(s) may pay the excess or cancel the contract. If Buyer(s) fail(s) to provide Seller(s) with written instructions asking Seller(s) to complete repairs, as outlined in any Inspection reports, by Midnight of the final day of the Inspection Period, Buyer(s) shall be deemed to have accepted the condition of the property.
- 20. WELL AND SEPTIC:** Well Water. The property is is not serviced by on-site well and/or sewage disposal systems. If the property is serviced by on-site well and/or sewage disposal systems, the Buyer(s) shall arrange for an inspection at his/her sole expense. If contamination and/or malfunctions are found, Seller(s) may repair all malfunctions and correct the contamination at Seller(s)'s expense or refuse to make such repairs and corrections. If Seller(s) fail(s) or refuses to make such repairs and corrections, then Buyer(s) may accept the Property in its current condition or terminate this Agreement, and thereupon, Buyer(s)'s Deposit shall be refunded in full to Buyer(s), and neither party shall have any further obligation hereunder.
- 21. SELLER(S) REPRESENTATIONS:** A. Seller(s) has/have no knowledge of any hazardous substances on the property other than substances (if any) contained in appliances and equipment. B. Seller(s) know(s) of no material structural defects. C. All electrical wiring, heating, cooling, plumbing and irrigation equipment and systems and the balance of the Property, including the yard, will be in substantially its present condition at the time Buyer(s) is/are entitled to possession. D. Seller(s) has/have no notice of any liens to be assessed against the Property. E. Seller(s) has/have no notice from any governmental agency of any violation of law relating to the Property. Seller(s) agree(s) to promptly notify Buyer(s) if, prior to closing, Seller(s) receive(s) actual notice of any event or condition which could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect. Buyer(s)

acknowledge(s) that the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer(s)'s own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer(s)'s intended use. F. The Property is zoned for and all structures are in compliance.

22. **ALARM SYSTEM:** If this Box is checked, the Buyer(s) will provide a copy of the lease within 5 days of the signing of the Agreement.

23. **CONDITIONAL: "AS-IS":** Except for Seller(s)'s express written agreements and written representations contained herein, Buyer(s) is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This provision shall not be construed to limit Buyer(s)'s right to implied new construction warranties, if any, that may otherwise exist under law. This property is being sold "as is". Except as specifically provided in this Contract, the Seller(s) do/does not make any claims or promises about the condition or value of any of the property included in this sale. The Buyer(s) has/have inspected the property and relies on this inspection and any rights which may be provided for elsewhere in this Contract. The Seller(s) agree(s) to maintain the grounds, buildings and improvements subject to ordinary wear and tear. Seller(s) agree(s) to remove all rubbish from the Property including, but not limited to, all construction equipment, materials and debris in the backyard. All installed fixture appliances and mechanicals will be in working order at the time of closing. Seller(s) warrant(s) and represent(s) that Seller(s) know(s) of no underground fuel storage tanks on the Property. Seller(s) will obtain and pay for all inspections required by law for the Seller(s) to obtain. This may include any municipal "certificate of occupancy" or smoke detector or carbon monoxide detector inspection. If the Seller(s) refuse(s) to correct any violations of law discovered during those inspections, the Buyer(s) may cancel this contract.

24. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT:** Buyer(s) and Seller(s) will comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"),

which may require Seller(s) to provide additional cash at closing if Seller(s) is a "foreign person" as defined by federal law. If Seller(s) is a foreign person as defined by FIRPTA, Seller(s) and Buyer(s) instruct Escrow to take necessary steps to comply therewith.

- 25. CHANGES DURING TRANSACTION:** Seller(s) agree(s) that from date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer(s): (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances to the Property shall be made.
- 26. RISK OF LOSS:** The Seller(s) is/are responsible for any damage to the property, except for normal wear and tear, until the closing. If the Property is damaged and the cost of repair is estimated by Seller(s)'s contractor or Seller(s)'s insurer to exceed 20% of the purchase price, then either may accept Seller(s)'s offer of assigning Seller(s)'s rights under Seller(s)'s casualty insurance; or Buyer(s) or Seller(s) may cancel this Contract.
- 27. OTHER AGREEMENTS:** No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.
- 28. COUNTERPARTS/DELIVERY:** This agreement may be signed in multiple counterparts with the same effect as if all parties signed the same document. Delivery of a legible photocopy of a signed original of this Agreement shall be treated as delivery of the original.
- 29. BINDING EFFECT/CONSENT:** This Agreement is binding upon the heirs, personal representatives, and successors and assigns of Buyer(s) and Seller(s). However, Buyer(s)'s rights under this Agreement or in the Property are not assignable without prior written consent of Seller(s).
- 30. REAL ESTATE COMMISSION:** Select One
- A. Seller(s) and Buyer(s) represent and agree that they have dealt with no broker or finder in connection with the transactions contemplated under this agreement. Seller(s) and Buyer(s) each agree to indemnify the other from any damage, liability, or expense

that either may suffer as a result of any claim of a broker or finder with whom it is determined that the other party has dealt with in contravention of this representation.

B. The real estate broker for the Seller(s) shall be entitled to a commission for the sale on condition that the sale is consummated as provided in this contract.

The amount of the commission shall be:

If this Box is checked the commission is in the amount of \$0.00;

If this Box is checked, the commission is the equivalent of 0% of the sales price. This commission shall be based on the net sales price, minus any Seller(s)'s concession.

31. ADDITIONAL PROVISIONS: n/a

32. ATTORNEY APPROVAL: This offer is:

A. subject to the Buyer(s)'s attorney approval.

B. subject to Seller(s)'s attorney approval.

This Agreement is subject to the written approval of Buyer(s)'s and/or Seller(s)'s attorneys (if and as checked above). The right for attorney's written approval shall expire «Enter Number of Days Here» days after his/her client has executed this Agreement. (Approval Period). If either attorney (a) does not provide written approval within the Approval Period or (b) makes written objection to or conditionally approves (collectively, the objections) this Agreement within the Approval Period and the Objection(s) is not cured by written approval of all of the parties within the Approval Period, then either Buyer(s) or Seller(s) may cancel this Agreement by written notice to the other and any earnest money deposit shall be returned to the Buyer(s).

33. TIME IS OF THE ESSENCE: If this box is checked, "Time is of the Essence," regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties.

34. OFFER DEADLINE: This offer shall automatically expire on 8/1/2017. Buyer(s) may withdraw this offer any time prior to Seller(s)'s acceptance before Offer Deadline. If Seller(s) accepts this offer after the Offer Deadline, it shall not be binding upon Buyer(s) unless accepted by Buyer(s) in writing within five days.

35. **AGREEMENT TO PURCHASE:** Buyer(s) acknowledge(s) receipt of a completely filled in copy of this Agreement which Buyer(s) has fully read and understands. Buyer(s) acknowledge(s) that Buyer(s) has not received or relied upon any oral or written statements, made by Seller(s) which is not expressly contained in this Agreement.

Brothers About Change, (B.A.C.) 

Phone: 901-347-8620

Fax: 866-271-7493

Email: admin@brothersaboutchange.com

Other:

This offer was submitted to Seller(s) for Seller(s)'s signature(s) on 7/24/17.

RECEIPT FOR EARNEST MONEY: Seller(s) Acknowledges receipt of the sum of \$5,000.00.

SELLER(S)'S RESPONSE TO BUYER(S)'S OFFER: (check one only) (SELLER(S) MUST SIGN BELOW)

SELLER(S) ACCEPTS BUYER(S)'S OFFER

SELLER(S) DOES NOT ACCEPT BUYER(S)'S OFFER, BUT MAKES THE ATTACHED COUNTER OFFER

SELLER(S) REJECTS BUYER(S)'S OFFER WITHOUT A COUNTER OFFER

SELLER(S)'S ACKNOWLEDGEMENT: Seller(s) acknowledge(s) receipt of a completely filled in copy of this Agreement which Seller(s) has/have fully read and understands. Seller(s)

acknowledges that Seller(s) has not received or relied upon any oral or written statements, made by Buyer(s) which is not expressly contained in this Agreement. Seller(s) warrant(s) that the person(s) signing this Agreement as "Seller(s)" include(s) every person who possesses an ownership interest in the Property or who will be a necessary party to convey clear title to the Property.

True Authority Church Frederick W. Cager

Phone: 702-378-1583

Fax:

Email: fcager@gmail.com

Other:

BUYER(S)'S ACKNOWLEDGEMENT: Buyer(s) acknowledges receipt of a copy of Seller(s)'s written response to this Agreement.

Frederick W. Cager

Date: 8-1-17

EXHIBIT 3

EXHIBIT 3



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: RE00541	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: Borthers About Change	E. Name and Address of Seller: True Authority Church Intemational	F. Name and Address of Lender:
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G. Property Location: 4017 S. Third Street Memphis, TN 38109 Shelby County, Tennessee	H. Settlement Agent: The Green Law Firm, PLLC 5050 Poplar Avenue, Ste. 2416 Memphis, TN 38157 Ph. (901)685-5840 Place of Settlement: 5050 Poplar Avenue, Ste. 2416 Memphis, TN 38157	I. Settlement Date: August 28, 2017
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J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	375,000.00	401. Contract sales price	375,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	375,000.00	420. Gross Amount Due to Seller	375,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	88,745.90
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517. Reimbursement for Bankruptcy to Bank of Bartlett	15,000.00
218.		518. Retained Funds to Bankruptcy Court	271,254.10
219.		519.	
220. Total Paid by/for Borrower		520. Total Reduction Amount Due Seller	375,000.00
300. Cash at Settlement from/to Borrower		600. Cash at settlement to/from Seller	
301. Gross amount due from Borrower (line 120)	375,000.00	601. Gross amount due to Seller (line 420)	375,000.00
302. Less amount paid by/for Borrower (line 220)	()	602. Less reductions due Seller (line 520)	(375,000.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	375,000.00	603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	0.00

* Paid outside of closing by borrower(s), seller(s), lender(s), or third-party(ies)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower Borthers About Change

BY: _____

Seller True Authority Church

BY: _____
President

ATTEST:

Secretary/Treasurer

L. Settlement Charges				Paid From	Paid From
700. Total Real Estate Broker Fees				Borrower's	Seller's
Division of commission (line 700) as follows:				Funds at	Funds at
				Settlement	Settlement
701.	\$	to			
702.	\$	to			
703.	Commission paid at settlement				
704.					
800. Items Payable in Connection with Loan					
801.	Our origination charge	\$	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803.	Your adjusted origination charges		(from GFE #A)	0.00	
804.	Appraisal fee	to	(from GFE #3)		
805.	Credit Report	to	(from GFE #3)		
806.	Tax service	to	(from GFE #3)		
807.	Flood certification	to	(from GFE #3)		
808.			(from GFE #3)		
809.			(from GFE #3)		
810.			(from GFE #3)		
811.			(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance					
901.	Daily interest charges from	to	@ \$/day (from GFE #10)		
902.	MIP Tot Ins. for Life of Loan	months to	(from GFE #3)		
903.	Homeowner's insurance for	years to	(from GFE #11)		
904.			(from GFE #11)		
905.			(from GFE #11)		
1000. Reserves Deposited with Lender					
1001.	Initial deposit for your escrow account		(from GFE #9)		
1002.	Homeowner's insurance	months @ \$	per month \$		
1003.	Mortgage insurance	months @ \$	per month \$		
1004.	Property taxes		\$		
1005.			\$		
1006.		months @ \$	per month \$		
1007.		months @ \$	per month \$		
1008.			\$		
1009.			\$		
1100. Title Charges					
1101.	Title services and lender's title insurance		(from GFE #4)		
1102.	Settlement or closing fee	to The Green Law Firm, PLLC	\$		1,200.00
1103.	Owner's title insurance to		(from GFE #5)		
1104.	Lender's title insurance to		\$		
1105.	Lender's title policy limit	\$			
1106.	Owner's title policy limit	\$			
1107.	Agent's portion of the total title insurance premium		\$		
1108.	Underwriter's portion of the total title insurance premium		\$		
1109.	Title Search	to Chicago Title Insurance Company	\$ P.O.C.\$350.00(S)*		
1110.	Attorney Retainer	to Thomas Crowe, Esq.	\$		2,000.00
1111.			\$		
1112.			\$		
1113.			\$		
1200. Government Recording and Transfer Charges					
1201.	Government recording charges		(from GFE #7)		
1202.	Deed \$	Mortgage \$	Releases \$	Other \$	
1203.	Transfer taxes		(from GFE #8)		
1204.	City/County tax/stamps	\$	\$		
1205.	State tax/stamps	\$	\$		
1206.					
1207.					
1300. Additional Settlement Charges					
1301.	Required services that you can shop for		(from GFE #6)		
1302.	Tax Lien	to IRS	\$		34,012.67
1303.	DEL City Taxes	to City of Memphis	\$		15,145.37
1304.	DEL County Taxes	to Shelby County Trustee	\$		36,387.86
1305.			\$		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					88,745.90

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

The Green Law Firm, PLLC, Settlement Agent

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Charges That in Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Total			
Increase between GFE and HUD-1 Charges		\$ 0.00 or	0.00%
Charges That Can Change		Good Faith Estimate	HUD-1

Loan Terms

Your initial loan amount is	
Your loan term is	N/A
Your initial interest rate is	_____ %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	N/A <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every _____ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum it can ever rise to is \$_____.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$_____.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$_____ due in _____ years on _____.
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$N/A that results in a total initial monthly amount owed of \$N/A. This includes principal, interest, any mortgage insurance and any items checked below. <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1 Attachment

Borrower (s): Borthers About Change

Seller(s): TrueAuthority Church

Settlement Agent: The Green Law Firm, PLLC
 (901)685-5840
Place of Settlement: 5050 Poplar Avenue, Ste. 2416
 Memphis, TN 38157
Settlement Date: August 28, 2017
Property Location: 4017 S. Third Street
 Memphis, TN 38109
 Shelby County, Tennessee

	<u>Total</u>		<u>\$ 0.00</u>		<u>\$ 0.00</u>
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Settlement or Closing Fee Details	BORROWER	SELLER
Closing Fee		1,100.00
to The Green Law Firm, PLLC		
Title Re-Cert		100.00
to Chicago Title Insurance Company		
Total	<u>\$ 0.00</u>	<u>\$ 1,200.00</u>

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

5383045



Chicago Title Insurance Company
 6060 Poplar Avenue
 Suite LL-37
 Memphis, TN 38119
 Attn: Bookkeeping Department
 Phone: 901-821-0303
 Fax: 901-786-6015
 Email: fntgmem@fnf.com

Date: 8/16/2017
 Invoice No: 5383045
 Unit #: 02100.520495
 Customer Ref #:

TO: The Green Law Firm
 Angela Green
 5050 Poplar Avenue, Suite 2416
 Memphis, TN 38157

RE: Buyer: Brothers about Change
 Property: 4017 S THIRD STREET,
 MEMPHIS, TN 38109
 County/Parcel:
 Seller: TRUE AUTHORITY CHURCH
 Notes:

Date	Code	Product Description	Liability	Charge Amount
8/16/2017	5585	Work Charge	\$0.00	\$100.00
			Invoice Total:	\$100.00

Remittance Advice

Please send along with remittance to:

Chicago Title Insurance Company
 5540 Centerview Drive
 Suite 403
 Raleigh, NC 27606
 Attn: Mid-Atlantic OAC Accounting Group

Date: 8/16/2017
 Invoice No: 5383045
 Unit #: 02100.520495
 Contact: The Green Law Firm
 Check # _____
 Amount Enclosed _____