File #0

Prepared by: Sam J. McAllester, III
Suite 900, Vanderbilt Plaza
2100 West End Avenue
Nashville, Tennessee 37203

Name of New Owner:	Send Tax Bills To:	Map and Parcel No.:
Commerce Union Bank Special Assets Department One Commerce Place-G Nashville, Tennessee 37219	Same	Map 54-14 Parcel 53

DEED IN LIEU OF FORECLOSURE

This Deed entered into by and between Benjamin A. Hirst, Jr. and wife, Bettye G. Hirst (hereinafter referred to as "Grantors") and Commerce Union Bank (hereinafter referred to as "Grantee").

Whereas, Grantors, by a Deed of Trust dated December 4, 1981 of record in Book 5828, page 852, Register's Office for Davidson County, Tennessee, conveyed to Stephen C. Baker, Trustee the hereinafter described real property to secure to Grantee a certain Promissory Note in the original principal amount of $112,000; and

WHEREAS, Grantors, by a Deed of Trust dated October 4, 1984 of record in Book 6404, page 861, Register's Office for Davidson County, Tennessee conveyed to Stephen C. Baker, Trustee the same hereinafter described real property to secure to Grantee certain obligations of Maintenance Masters, Inc. in the total principal amount of $250,000; and

WHEREAS, Grantors and Maintenance Masters, Inc. have defaulted under the terms of said Promissory Notes secured by the Deeds of Trust and Grantee, as the owner and holder of said Notes, has demanded that the real property be advertised and sold in satisfaction of said debt and the costs of foreclosure in accordance with the terms and provisions of said Notes and Deeds of Trust; and

WHEREAS, it is in the best interest of both Grantors and Grantee to avoid the costs and expenses of foreclosure sale and it is also in the best interest of the parties to convey the real property as quickly as possible to Grantee in order that Grantee may offer the property for sale at the earliest possible time; and

WHEREAS, Grantors have offered to convey said real property immediately to Grantee in lieu of Grantee proceeding to foreclosure under the Deeds of Trust executed by Grantors.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors have this day bargained and sold and, by these presents, do transfer and convey unto the said Grantee, its successors and assigns, all of their right, title and interest in and to a certain tract or parcel of land in Davidson County, Tennessee described as follows:

> Land in Davidson County, Tennessee being Lot No. 154, on the Plan of Brandywine Farms, Section VII, as of record in Book 4300, page 65, Register's Office for said County.
>
> Said Lot No. 154 fronts 140.0 feet on the westerly side of Kennett Road and extends back 346.4 feet on the northerly line and 324.9 feet on the southerly line, to a line in the rear on which it measures 102.7 feet.
>
> Being the same property conveyed to Benjamin A. Hirst, Jr. and wife, Bettye G. Hirst, by Special Warranty Deed from Commerce Union Bank, a Tennessee banking corporation, of record in Book 5828, page 849, Register's Office for Davidson County, Tennessee.
>
> This property is known as 222 Kennett Road, Old Hickory, Tennessee 37138.

To have and to hold said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever. Grantors covenant to the said Grantee that they are lawfully

seized and possessed of said land in fee simple, have a good right to convey said land, and said land is unencumbered except for the Deeds of Trust to Grantee hereinbefore mentioned. Grantors do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

In further consideration of the Grantors' conveyance herein and the forebearance by Grantee of its right to foreclose under its Deeds of Trust and other good and valuable consideration, the parties do specifically and mutually agree and bind themselves as follows:

1. Grantors jointly and severally expressly acknowledge that their conveyance of said real property to Grantee in lieu of foreclosure does not in any manner release, waive, defer or extinguish the indebtedness due to Grantee by Grantors or any rights the Grantee may have now or in the future to collect, demand, sue, or receive payment or to exercise any other remedy available to Grantee under the Promissory Notes of Grantors, Suretyship Agreement of Grantors, or any other documents executed by Grantors to Grantee.

2. Grantors acknowledge that as of December 12, 1985, the total balance of principal and interest owing and unpaid to Grantee on the Deed of Trust Note dated December 4, 1981 in the original principal amount of $112,000 is $72,751.63 plus attorneys fees and expenses with interest accruing at the rate of $18.76 per day. Said balance is secured by the Deed of Trust of record in Book 5828, page 858, Register's Office for Davidson County, Tennessee.

3. Grantors acknowledge that as of December 12, 1985, the total principal and interest balance due and owing on the Notes of Maintenance Masters, Inc. dated October 4, 1984 in the original principal amounts of $200,000 and $50,000 is $137,302.52 plus attorneys fees and expenses with interest accruing at the rate of $38.00 per day for each day after December 10, 1985.

4. The parties do mutually agree that the value of said real property conveyed by Grantors to Grantee herein as of the date of the execution of this instrument by Grantors is $155,000. Grantee agrees to give Grantors credit for the amount of $155,000 against the total indebtedness due Grantee by applying said proceeds first to costs, expenses, attorneys fees, etc.; second, to costs and expenses in preparation for recording of this Deed; third, to any and all unpaid real property taxes on said real property with the remainder applied to the total principal and interest balances due and owing and unpaid as of the date of execution of this instrument.

5. Grantors specifically acknowledge their continuing liability for any balance of principal and interest, fees or expenses owing and unpaid pursuant to the terms of the Promissory Notes, Suretyship Agreements, etc. between Grantors and Grantee. Grantors further acknowledge that this Deed in Lieu of Foreclosure is not a release nor shall it release or discharge the obligation of Grantors, jointly or severally, under any Promissory Note, Suretyship Agremeent, or other obligation to Grantee.

WITNESS our hands this 30 day of ~~December~~ January, 1985.

Benjamin A. Hirst, Jr.

Bettye G. Hirst

Commerce Union Bank

By: Michael L. Tubbs
Michael L. Tubbs
Assistant Vice President

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, ~~[illegible]~~ Betty J. Reynolds, a Notary Public in and for said County and State, Benjamin A. Hirst, Jr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30 day of ~~December, 1985.~~ January 1986.

Betty J. Reynolds
Notary Public

My Commission Expires: 9-9-89

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Betty J. Reynolds, a Notary Public in and for said County and State, Bettye G. Hirst, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30 day of ~~December, 1985.~~ January 1986.

Betty J. Reynolds
Notary Public

My Commission Expires: 9-9-89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Michael L. Tubbs, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the Assistant Vice President of Commerce Union Bank, the within named bargainor, and that he as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of Commerce Union Bank by the said Michael L. Tubbs as such Assistant Vice President.

Witness my hand and official seal at office at Nashville, Tennessee on this the 7 day of ~~December, 1985.~~ February, 1986

Notary Public

My Commission Expires: 1-24-87

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of the property, whichever is greater, is $155,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me
this the 7 day of ~~December, 1985.~~ February, 1986

Notary Public

My Comission Expires: 1/24/87

IDENTIFICATION REFERENCE
FEB 11 10 09 AM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

7.5402

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6781 PG 91

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

155000.00- CONT.
403.00 CSTAX
.50 PRFEE
5.00 WDEED
CHECK 413.50-
3846A02/11/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.5402

IDENTIFICATION REFERENCE

FEB 11 10 05 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 218410