Deed Prepared Without Benefit of Title Search or Survey	Davidson County DEEDWARR Recvd: 07/23/07 15:27 2 pgs Fees:13.00 Taxes:305.62 20070723-0087403

THIS INSTRUMENT WAS PREPARED BY
CB Investments, LLC
4525 Harding Road, Suite 257
Nashville, TN 37205

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
CB Investments, LLC	Same	Map & Parcel 71-11: 85.00
(NAME) 4525 Harding Road, Suite 257	(NAME)	
(ADDRESS) Nashville, TN 37205	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

DEED IN LIEU OF FORECLOSURE

This Deed in Lieu of Foreclosure is made and entered this 30 day of June, 2007, by and between **Charles E. Linville and Crystal L. Perkins**, hereinafter referred to as Grantor, and **CB Investments, LLC**, hereinafter referred to as Grantee.

Whereas, Grantor executed Deed of Trust, dated January 24, 2007, conveying the real property described below to **Stephen C. Small**, Trustee, to secure the repayment of an indebtedness evidenced by a promissory note in the original principal sum of Eighty-two thousand, Six hundred Dollars ($82,600.00) secured payable to David W. Hinson. Said Deed of Trust is of record in Instrument # 20070212-0017849, in the Register's Office for Davidson County, Tennessee; and

Whereas, Grantor has defaulted in the payment of said indebtedness, and pursuant to the terms of the promissory note executed by Grantor, Grantee has accelerated the payment of said indebtedness, and the entire balance is now due and payable.

Whereas, pursuant to the terms and provisions of the Deed of Trust, Grantee is entitled to invoke the power of sale and instruct the Trustee to foreclose and sell said property at public auction in accordance with terms of the Deed of Trust and applicable law.

Whereas, Grantor desires to avoid said foreclosure of the Deed of Trust and public auctions of the real property described below.

Whereas, Grantee, in lieu of foreclosure and public auction, is willing to accept a conveyance of the real property described below, in full satisfaction of the indebtedness owing to Grantee as evidenced by the above-described promissory note.

With respect to the aforesaid mortgage, CB Investments, LLC, and Charles E. Linville and Crystal L. Perkins, herein agree and acknowledge that the conveyance by this Deed In Lieu of Foreclosure of said mortgage; provided, however, that it is the intention of the parties hereto that the conveyance by this instrument shall **NOT** effect a merger of title, and that said mortgage shall continue in full force and effect in every respect the same as if this conveyance had not been made.

NOW THEREFORE FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and in further consideration of the full satisfaction of the indebtedness owing to Grantee as evidenced by the above-described promissory notes, We, **Charles E. Linville and Crystal L. Perkins**, Grantor, have bargained and sold and by these presents do hereby transfer and convey unto **CB Investments, LLC**, Grantee, its successors and assigns, that certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being part of Lot No. 2 on the Plan of The Ogden Property, of record in Plan Book 1, Page 115 and 133, and being the westerly 50 feet of Lot No. 1 on the survey of Part of said Lot No. 2 for W. West made by Z.J. Wilkinson, Surveyor, July 22, 1952 and described according to said survey as follows:

Beginning at a point on the northerly margin of Edith Avenue, 401 feet westerly from the westerly margin of Lischey Avenue, thence with said Avenue westerly 50 feet; thence N 5 deg. 45' E 167 feet to an iron pin in the southerly line of Lot No. 3; thence with the line between Lots Nos. 1 and 3, S 80 deg. 30' E. 50 feet; thence southwardly 163 feet, more or less, to the beginning.

Being the same property conveyed to Charles E. Linville and Crystal L Perkins by deed of record in Instrument No. 20070212-0017848, Register's Office for Davidson County, Tennessee.

This property is also known as 336 Edith Avenue, Nashville, Tennessee 37207

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns, in fee simple forever.

AND WE DO COVENANT with the Grantee, that we are lawfully seized and possessed of said land in fee simple; have a good and lawful right to sell and convey the same, and that said property is free, clear, and unencumbered.

AND WE DO FURTHER COVENANT and bind ourselves, our heirs and assigns, to warranty and forever defend the title to said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 30 day of June, 2007.

Charles E. Linville

Crystal L. Perkins

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , Charles E. Linville and Crystal L. Perkins, the bargainor(s), 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 June, 2007.

ANDREW L. HIRT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 22, 2008

Commission Expires: _____

Notary Public

I, or We, hereby swear or affirm that the actual consideration for the transfer of value of the property transferred, whichever is $82,600, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

ANDREW L. HIRT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Affiant

Subscribed and sworn to before me this 30 day of June, 2007.

Commission Expires: My Commission Expires NOV. 22, 2008

Notary Public

RETURN TO:

CB Investments, LLC

4525 Harding Road, Suite 257

Nashville, TN 37205