THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (PGY)
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238

Davidson County DEEDWARR
Recvd: 06/18/08 10:46 4 pgs
Fees:23.00 Taxes:4440.00
20080618-0062676

GENERAL WARRANTY DEED
(Deed in Lieu of Foreclosure)

Address New Owner(s):	Send Tax Bills To:	Map/Parcel Number(s):
Pinnacle National Bank ATTN: Jason West 211 Commerce Street Suite 300 Nashville, Tennessee 37201	Same	130-13-A-25.00

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DAY CONSTRUCTION COMPANY, LLC (the "Grantor") has bargained and sold, and hereby transfers and conveys, to PINNACLE NATIONAL BANK and its successors and assigns (the "Grantee"), certain real property in Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, TN, being Lot No. 26 on the Plan of Jardin DeBelle Subdivision, a Planned Unit Development of record in Instrument # 20050822-0099470, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.
>
> BEING THE SAME property conveyed to Day Construction Company, LLC by deed from Jardin De Belle Development, LLC and a North Carolina Limited Liability Co recorded of record in Instrument No. 20060105-0001367, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, forever.

This is improved property known as 1328 Forrest Park Drive being Lot 26, Jardin De Belle Subdivision, Nashville, Tennessee.

Said property is conveyed subject to the following matters:

1. Deed of Trust of record at Instrument No. 20060313-0028353 held by Pinnacle Bank, successor-in-interest to PrimeTrust Bank (the "First Deed of Trust").

2. Deed of Trust of record at Instrument No. 20070418-0046025, held by Pinnacle Bank, successor-in-interest to PrimeTrust Bank (the "Second Deed of Trust") (the First Deed of Trust and the Second Deed of Trust, collectively the "Deeds of Trust").

3. Outstanding property taxes and homeowners association dues, if any.

Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of said property in fee simple, has good right to convey it and that it is unencumbered. Grantor further covenants and binds itself and its successors to warrant and defend to Grantee forever the title to said property against the lawful claims of all persons whomsoever except claims arising out of the matters set forth above.

This deed is executed, delivered and accepted as a deed in lieu of foreclosure of (or exercise of the power of sale under), and not as additional security for the indebtedness secured by the Deeds of Trust. It is the intention of Grantor to transfer to Grantee absolute fee simple title to the herein described property free of any right and/or equity of redemption of Grantor. Furthermore, it is the intention of Grantor and Grantee that the lien and security title of the Deeds of Trust will not merge into the fee simple title conveyed to Grantee pursuant to this deed. No such merger will occur unless and until Grantee executes a written instrument specifically effecting such merger and records the same in the aforesaid Register's Office.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between Grantor and Grantee with respect to the property conveyed hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed this 16th day of June 2008.

DAY CONSTRUCTION COMPANY, LLC

By: _____
Title: Chief Manager

STATE OF Tennessee)

COUNTY OF Davidson)

The actual consideration for this transfer or value of property transferred (whichever is greater) is $1,200,000.00.

Amy C. Henderson
Affiant

Sworn to and subscribed before me this 16th day of June, 2008.

Etta Kaye Pewitt
Notary Public

My Commission Expires:

3/7/11

ETTA KAYE PEWITT NOTARY PUBLIC AT LARGE DAVIDSON CO., TENNESSEE

STATE OF Tennessee)

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Bennie C Day II, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of Day Construction Company, LLC, a Tennessee limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 16th day of June, 2008.

Amy J Henderson
Notary Public

My Commission Expires:

10-20-2008

AMY J. HENDERSON
NOTARY PUBLIC AT LARGE
DICKSON CO., TENNESSEE

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