Davidson County DEEDWARR
Recvd: 10/27/08 13:25 2 pgs
Fees:13.00 Taxes:962.00
20081027-0107113

NAME AND ADDRESS OF NEW OWNER:
Pinnacle National Bank
114 West College Street
Murfreesboro, Tennessee 37130

THIS INSTRUMENT PREPARED BY:
White & Polk, P.C.
Attorneys at Law
107 West College Street
Murfreesboro, Tennessee 37130

SEND TAX NOTICES TO:
Owner

Map/Parcel 041060A01300

DEED IN LIEU OF FORECLOSURE

For the good and valuable considerations hereinafter set forth, receipt of which is hereby acknowledged, **Capitol Homes, Inc.,** a Tennessee corporation, (hereinafter "Grantor"), does hereby grant and convey to **Pinnacle National Bank** (hereinafter "Grantee"), the following real property situated in Davidson County, Tennessee, being more particularly described as follows, to-wit:

Being Lot No. 13, on the Plan of Final Plat, Liberty Place Subdivision, of record in Instrument No. 20060606-0066841 as amended by Surveyor's Certificate of Correction of record in Instrument No. 20060614-0070620, both of record in the Register's Office for Davidson County, Tennessee, to which plan reference is here made for more complete details of location and description of said lot.

Being part of the property conveyed to Capitol Homes, Inc. by deed appearing of record in Instrument No. 20060705-007989 and Instrument No. 20070530-0064059, both of record in said Register's Office.

This conveyance is subject to all restrictions, conditions, reservations and covenants of record; to the minimum building setback lines, public utility and drainage easements, plat notes and all other matters shown on the aforesaid subdivision plat; and to the zoning regulations of the appropriate governmental body.

This is improved property having an address of 1545 Constitution Avenue, Nashville, Tennessee 37207.

The title to said properties is hereby warranted by Grantor against all persons whomsoever subject to matters above set forth. It is further warranted and covenanted by Grantor in executing this deed, and agreed by Grantee in accepting it, as follows:

1. That the consideration for the execution of this deed consists of:

(a) Full cancellation and release of record of that certain Amendment and Modification of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement (modifying Deed of Trust of record in Instrument No. 20070910-0108345) executed by Capitol Homes, Inc. to Pinnacle National Bank which Modification was dated May 8, 2008, and recorded in Instrument No. 20080508-0047763, of the Register's Office of Davidson County, Tennessee.

2. That the total consideration, set forth in 1(a) above for the execution of this deed is equal to and represents the fair value of the real properties described herein and includes the fair and reasonable value of Grantor's interest in said properties.

3. This deed, given for the express consideration set forth in 1(a) above is executed voluntarily and not as a result of duress or threats of any kind, and is bona fide and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

4. This deed is not given as security for the payment of money or indebtedness, or as security of any kind or nature, and there is no agreement or understanding, oral or written,

between Grantor and Grantee, herein, or any other person whomsoever relative to a reconveyance of the above described properties to said Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said properties by sale or otherwise.

5. That the actual possession of the properties herein conveyed has been surrendered and delivered to Grantee and Grantor intends by this Deed to vest the absolute and unconditional title to said property in Grantee, and forever to estop and bar Grantor and Grantor's heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to said properties or any part thereof.

WITNESS MY HAND on this 22nd day of October, 2008.

Capitol Homes, Inc.

By: _____
David Luecke, President

STATE OF TENNESSEE)
ss.
COUNTY OF Davidson)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared David Luecke with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be President of Capitol Homes, Inc., the within name bargainor, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS MY HAND and official seal at office in Nashville, Tennessee, on the 22ND day of October, 2008.

_____
Notary Public

COLLEEN A. HYDER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: 8/23/2011

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer is $260,000.00.

_____
Affiant

Sworn to and subscribed before me this the 27th day of October, 2008.

_____
Notary Public

My commission expires: 1/19/10

GEORGE H. WHITE STATE OF TENNESSEE NOTARY PUBLIC WHITE

STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY