THIS INSTRUMENT PREPARED BY:

Soper & Oakley,
A Tennessee Professional LLC
1 Burton Hills Blvd, Suite 330
Nashville, Tennessee 37215

BILL GARRETT, Davidson County
Trans:T20090055190 DEEDWARR
Recvd: 08/12/09 15:56 6 pgs
Fees:33.00 Taxes:3706.91
20090812-0076105

New Owner:	Tax Bills To:	Map/Parcel No:
Bank of Tennessee 2525 West End Ave. Suite 1275 Nashville, TN 37203	SAME	105-05-0-175.00

DEED IN LIEU OF FORECLOSURE

WHEREAS, Grantor (as hereinafter defined) owns fee simple title to the real estate described on Exhibit A hereto and the improvements located thereon;

WHEREAS, Grantee (as hereinafter defined) is the payee under that certain Promissory Note, dated September 25, 2007, made by Grantor and David Nassaney ("Nassaney"), jointly and severally, in favor of Grantee, with an initial principal balance $1,295,000.00 (the "Note");

WHEREAS, the indebtedness created by the Note is secured by a Deed of Trust (the "Deed of Trust") in certain real property of Grantor, which is described on Exhibit A hereto, and is guaranteed by Dave's Interstate Service, Inc. ("Guarantor") pursuant to a Guaranty executed simultaneously with the Note (the "Guaranty");

WHEREAS, Grantor and Nassaney are in default under the Note and the other loan documents executed in connection therewith, and the entire amount outstanding under the Note, including all accrued but unpaid interest, late fees and other costs incurred by Grantee as a result of the default by Grantor and Nassaney, has been accelerated by Grantee;

WHEREAS, in order to avoid the financial hardship and damage to reputation that would result from a continuing default and resulting foreclosure, Grantor has asked that the parties

resolve the above-referenced default by Grantor's conveyance of the real estate described on Exhibit A hereto, in lieu of foreclosure and in consideration of Grantee's covenant not to sue Grantor or Nassaney under the Note or the related loan documents, or to sue Guarantor under the Guaranty, related to the default under the Note and the related loan documents;

WHEREAS, Grantee wishes to accept the conveyance of the Property to avoid the necessity of litigation and foreclosure and the delays associated therewith.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, D & C PROPERTY INVESTMENTS, LLC, a Tennessee limited liability company ("Grantor" herein), has bargained and sold, and does hereby bargain sell, transfer, convey, and confirm unto BANK OF TENNESSEE, a Tennessee banking corporation ("Grantee" herein), its heirs, successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described as follows (the "Property"):

SEE EXHIBIT A ATTACHED HERETO

The conveyance set forth herein by Grantor to Grantee is made in lieu of the foreclosure by Grantee under the Deed of Trust, and Grantee, by signing below, hereby covenants not to foreclose on the Property and further covenants not to sue either Grantor, Nassaney or Guarantor for any amounts due under the Note or for damages arising out of Grantor's and Nassaney's default under the Note, and further waives any rights it might have against the Guarantor under the Guaranty or any related loan documents. The covenants contained herein will become effective upon receipt of this Deed in Lieu of Foreclosure and confirmation that it has been duly and properly executed and notarized, at which time Grantee shall mark the Note as "Paid in Full" and return the original thereof to Grantor.

The parties expressly agree that the execution and delivery of this Deed in Lieu of Foreclosure shall not effect a merger with the Deed of Trust, that the Deed of Trust is not

terminated or otherwise affected in any way by the execution and delivery hereof and that the Deed of Trust, and the lien created thereby, shall survive the closing of the transactions contemplated in this Deed in Lieu of Foreclosure until such time as Grantee expressly terminates the Deed of Trust. The parties further agree that, in the event that Grantor or Nassaney or any bankruptcy trustee appointed with respect to the bankruptcy estates of either Grantor or Nassaney takes any action to have the transactions consummated pursuant hereto voided or otherwise takes legal action against Grantee related to the Note, the Deed of Trust, this Deed in Lieu of Foreclosure or the circumstances surrounding or preceding the transactions consummated pursuant hereto, then the covenants, releases and waivers made by Grantee hereunder shall be void and of no further force or effect.

This conveyance set forth herein is made, and Grantee's title to and ownership of the Property shall be, expressly subject to those matters set forth on Exhibit B attached hereto.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have hereunto set their hands as of this 12 day of August, 2009.

D&C PROPERTY INVESTMENTS, LLC

By: _____

David Nassaney, Trustee of the Nassaney Joint Revocable Trust, Chief Manager

BANK OF TENNESSEE

By: _____

Bruce Latimer, Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property (whichever is greater) is **$1,001,868.40.**

Affiant

Sworn to and subscribed before me this 12th day of August, 2009.

Notary Public

My Commission Expires: _____

PAUL F. SOPER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAR. 20, 2010

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared DAVID NASSANEY, TRUSTEE OF THE NASSANEY JOINT REVOCABLE TRUST, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of D&C PROPERTY INVESTMENTS, LLC, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and official seal at Nashville TN, this 12th day of August 2009.

Notary Public

My Commission Expires:

PAUL F. SOPER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAR. 20, 2010

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared BRUCE LATIMER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of BANK OF TENNESSEE, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Vice President.

Witness my hand and official seal at Nashville TN, this 12th day of August 2009.

Notary Public

My Commission Expires:

PAUL F. SOPER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAR. 20, 2010

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Tract I:

Land In Davidson County, Tennessee, being the northerly part of Lot No. 16 on the Plan of Welcher's Addition to Nashville of record in Book 21, page 97, Registers Office for Davidson County, Tennessee.

Said part of Lot No. 16 fronts 50 feet, more or less, on the westerly side of 12th Avenue, South, as widened and runs back between lines 197.7 feet, more or less, on the north lines and 191.23 feet on the south line to the easterly margin of an alley, on which it measures 50 feet thereon.

Tract II:

Land in Davidson County, Tennessee, being Lot No. 17 on the Map of Welcher's Addition of record in Book 21, page 97, Register's Office for Davidson County, Tennessee.

Said Lot No. 17 fronts 101-1/2 feet on the westerly side of 12th Avenue, South formerly Kayne Avenue, an runs back between lines 185 feet on the northerly line and 170 feet on the southerly line to an alley in the rear measuring 100 feet thereon.

Tract III:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Edgehill Estates, Section 49, of record in Plat Book 4470, page 35, Registers Office for Davidson County, Tennessee.

Said Lot No.1 fronts 45.71 feet on the west margin of 12th Avenue, South, and extends back 187.18 feet on the south line and 193.77 feet on the north line, to a line on the rear, on which it measures 48 feet.

Being the same property conveyed to D&C PROPERTY INVESTMENT, LLC, by deed from DEL REAL ESTATE, LLC, of record as Instrument No. 20071004-0118267, dated September 25, 2007, said Register's Office.

EXHIBIT B

MATTERS TO WHICH GRANTEE'S TITLE IS SUBJECT

1. General or special taxes and assessments required to be paid in the year 2009 and subsequent years for Map-Par. 105-05-0-175.00.

Davidson County taxes for 2008, Map-Par. 105-05-0-175.00, $ 18,131.60, Unpaid, plus penalty, interest and cost.

If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.

2. Matters shown on the Plan of record in Plat Book 21, page 97, said Register's Office.(Tract I and II)

3. Matters shown on the Plan of record in Plat Book 4470, page 35, said Register's Office.(Tract III)

4. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 4220, page 723 and revised in Book 6236, page 263, said Register's Office.

5. Terms and provisions and covenants of record in Book 4875, page 308 and Certificate of Compliance of record in Book 6924, page 614, said Register's Office.