DEED IN LIEU OF FORECLOSURE

FROM: Adam Fuller, Grantor

This instrument was prepared by:

Lea W. Stouffer
6507 Brownlee Dr.
Nashville, Tennessee 37205

TO: H. Rodes Hart, Jr., Grantee

Address New Owner (s) As Follows:	Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes	Map-Parcel Number
H. Rodes Hart, Jr. 4414 Chickering Lane Nashville, TN 37215	Same	083-07-0-017

BILL GARRETT, Davidson County
Trans:T20090068986 DEEDWARR
Recvd: 10/08/09 15:40 5 pgs
Fees:28.00 Taxes:1073.00
20091008-0093979

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Hundred Ninety Thousand and No/100 Dollars ($290,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 8 day of October, 2009.

Notary Public

My Commission Expires: 1.7.2013

FOR AND IN CONSIDERATION as set forth below, the receipt and sufficiency of which are hereby acknowledged, Adam Fuller (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto H. Rodes Hart, Jr. (the "Grantee"), his heirs, successors and assigns a certain tract or parcel of land in Davidson County, State of Tennessee,

more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is improved property known as 3 Waters Avenue, Nashville, TN 37206.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

And Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Grantor is currently indebted to Grantee in an amount in excess of Two Hundred Ninety Thousand and No/100 Dollars ($290,000.00). As the consideration for Grantor's transfer of the Property to Grantee, Grantee agrees to reduce Grantor's indebtedness to Grantee by Two Hundred Ninety Thousand and No/100 Dollars ($290,000.00). The Tennessee Deed of Trust, Assignment of Rents and Fixture Filing from Grantor for the benefit of Grantee of record as Instrument No. 20081020-0105292, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Tennessee Deed of Trust, Assignment of Rents and Fixture Filing of record as Instrument No. 20090701-0061560, Register's Office for Davidson County,

Tennessee, will continue to encumber the Property and will not merge with title upon the recordation of this Deed in Lieu of Foreclosure.

Grantor has never made the Property his principle residence.

Witness my hand as of the 8th day of October, 2009.

GRANTOR:

Adam Fuller

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Jan Bachus, a Notary Public of said County and State, personally appeared Adam Fuller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained by signing his name thereto.

Witness my hand and seal, at Office, this 8 day of October, 2009.

Notary Public

My Commission Expires: 1.7.2013

EXHIBIT A

Property Description

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PARTS OF LOT NOS. 9 AND 10 ON THE MAP OF GEORGE C. WATERS' ADDITION, OF RECORD IN BOOK 161, PAGE 141, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN IN THE NORTHERLY MARGIN OF WATERS AVENUE 144 FEET EAST OF THE EASTERLY MARGIN OF PORTER PIKE; THENCE NORTHERLY 160 FEET MORE OR LESS TO AN IRON PIN IN THE SOUTH MARGIN OF A 12 FOOT ALLEY 86 FEET EAST OF THE EASTERLY MARGIN OF PORTER PIKE; THENCE EASTERLY ALONG WITH THE SOUTHERLY MARGIN OF SAID ALLEY 60 FEET TO AN IRON PIN 57 FEET WEST OF THE NORTHWEST CORNER OF LOT NO. 8 ON SAID PLAN; THENCE SOUTHERLY 160 FEET TO AN IRON PIN IN THE NORTH MARGIN OF WATERS AVENUE 58 FEET WEST OF THE SOUTHWEST CORNER OF LOT NO. 8; THENCE ALONG THE NORTH MARGIN OF WATERS AVENUE WESTERLY 70 FEET TO THE POINT OF BEGINNING.

Being the same property conveyed to Adam Fuller by deed recorded as Instrument No. 20081020-0105291 in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Taxes for 2009, a lien due and payable.