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	069-16-0-067

BILL GARRETT, Davidson County
Trans:T20090068987 DEEDWARR
Recvd: 10/08/09 15:41 5 pgs
Fees:28.00 Taxes:333.00
20091008-0093980

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Ninety Thousand and No/100 Dollars ($90,000.00).

Affiant

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

Notary Public

My Commission Expires: 11.7.2013

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 1600 Elizabeth Road, Nashville, TN, 37218.

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 Ninety Thousand and No/100 Dollars ($90,000.00). As the consideration for Grantor's transfer of the Property to Grantee, Grantee agrees to reduce Grantor's indebtedness to Grantee by Ninety Thousand and No/100 Dollars ($90,000.00). The Tennessee Deed of Trust, Assignment of Rents and Fixture Filing from Grantor for the benefit of Grantee of record as Instrument No. 20070725-0088174, 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. 20090701-0061559, 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 the 13th, formerly the 23rd Civil District of Davidson County, Tennessee, being Lot No. 12 on the Revised Plan of J. J. Holzapfel's Subdivision, Bordeaux, Tennessee, described according to a new survey made by Watkins and Murray, Surveyors, March 2, 1949, as follows: Beginning on the southerly margin of Elizabeth Street 199 feet west of the northwest corner of the property conveyed to James C. Pickett and wife, by deed from L. I. Overstreet and wife, of record in Book 1913, page 23, in the Register's Office for said County, being the corner of Lots Nos. 12 and 13; thence with the line between said two lots southwardly 156.15 feet to the northerly margin of Ashton Avenue; thence with the northerly margin of said Avenue westwardly 100 feet to the easterly margin of a 50 foot unnamed street; thence with the easterly margin of said unnamed street northwardly 136.05 feet to the beginning of a curve; thence around said curve with a radius of 20 feet in a northeasterly direction 31.52 feet to the southerly margin of said Elizabeth Street; thence with the southerly margin of same eastwardly 79.9 feet to the beginning.

Being the same property conveyed to Adam Fuller by deed recorded as Instrument No. 20070725-0088173 in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Taxes for 2008, a lien due and payable.

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

3. Restrictive Covenant for Detached Structure of record as Instrument No. 20071211-0142957, Register's Office for Davidson County, TN.