BILL GARRETT, Davidson County
Trans:T20090085704 DEEDWARR
Recvd: 12/21/09 12:19 3 pgs
Fees:18.00 Taxes:2312.50
20091221-0115871

THIS INSTRUMENT PREPARED BY: **Marcy Shelton** **GULLETT, SANFORD, ROBINSON & MARTIN** 230 Fourth Avenue, North P. O. Box 198888 Nashville, Tennessee 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $625,000.00. **Affiant** Subscribed and sworn to before me, this 17 day of December, 2009. Notary Public My Commission Expires:

MARCY E. SHELTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires September 8, 2013

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
The Bank of Nashville		Lot 10 – 117-15-0G 01000CO
401 Church Street	SAME	Lot 11 – 117-15-0G 01100CO
Nashville, TN 37219		Lot 13 – 117-15-0G 01300CO
		Lot 14 – 117-15-0G 01400CO
		Lot 15 – 117-15-0G 01500CO
		Lot 16 – 117-15-0G 01600CO

DEED IN LIEU OF FORECLOSURE

WHEREAS, THE BANK OF NASHVILLE (the "Grantee") is the owner and holder of (a) certain promissory note dated August 23, 2006, from **BOB HALEY** (the "Grantor") to the Grantee, in the original principal amount of **ONE MILLION NINE HUNDRED THOUSAND AND NO/100 ($1,900,000.00) DOLLARS** (" Note 1"), which is secured by a Construction Deed of Trust, Assignment of Rents and Leases and Security Agreement of record at Instrument No. 20060824-0104782, Register's Office for Davidson County, Tennessee, (the " First Deed of Trust"); and (b) certain promissory note dated November 1, 2006, from Grantor to the Grantee, in the original principal amount of **FIVE HUNDRED SEVENTY FIVE THOUSAND AND N0/100 ($575,000.00) DOLLARS** (" Note 2"), which is secured by a Deed of Trust, Assignment of Rents and Security Agreement of record at Instrument No. 20061102-0135914, Register's Office for Davidson County, Tennessee (the " Second Deed of Trust") (Note 1 and

Note 2 are collectively referred to herein as the " Notes" and the First Deed of Trust and the Second Deed of Trust are collectively referred to herein as the " Deeds of Trust"); and

WHEREAS, the Grantor has agreed to make, and the Grantee has agreed to accept, this conveyance in return for the release of the Deed of Trusts and satisfaction of $625,000.00, which is a portion of the total outstanding indebtedness arising under the Note, provided that any balance remaining under the Notes shall continue to be due and owing and unsatisfied in accordance with the terms of the Notes and any loan documents executed simultaneously therewith;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, has bargained and sold, and by these presents does transfer and convey unto Grantee, its successors, and assigns, tracts or parcels of land in Davidson County, Tennessee, described as follows:

TRACT I:
Land in Davidson County, Tennessee, being Lot Nos. 10 and 11 on the First Revision, The Glen Echo, of record at Instrument No. 20071102-0129357, Register' s Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

TRACT II:
Land in Davidson County, Tennessee, being Lot Nos. 13, 14, 15 and 16 on the First Revision, Phase Two, The Glen Echo, of record at Instrument No. 20080104-0001057, Register' s Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Bob Haley by deed from Cindy D. Lockhart, Jon B. Sheridon aka Jon B. Sheridan and Dolores D. Dennard, aka Delores D. Dennard, d.b.a., DLS Properties and Cindy D. Lockhart, Jon B. Sheridon dka Jon B. Sheridan and Dolores D. Dennard aka Delores D. Dennard, of record at Instrument No. 20060824-0104781, Register' s Office for Davidson County, Tennessee and by deed from John K. Frazier, of record at Instrument No. 20061102-0135913, Register' s Office for said County.

This conveyance is made subject to:

1. Declaration of Covenants, Conditions and Restrictions of record at Instrument No. 20070126-0010692, Register' s Office for Davidson County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions at Instrument No. 20070726-0088889, and as amended by Second Amendment of record at Instrument No. 20080423-0041434, Register' s Office for Davidson County, Tennessee.

2. Storm Water Detention Agreement of record at Instrument No. 20060920-0116531; Instrument No. 20061017-0128854 and at Instrument No. 20070312-0029675, Register' s Office for Davidson County, Tennessee.

3. Matters shown on the Plan of record at Instrument No. 20071102-0129357 and Instrument No. 20080104-0001057, Register' s Office for Davidson County, Tennessee.

4. Restrictive covenants of record at Book 1577, page 467 and Book 1577, page 469, Register' s Office for Davidson County, Tennessee.

5. Charter of The Glen Echo Homeowner' s Association, of record in Instrument No. 20070129-0011476, Register' s Office for Davidson County, Tennessee.

This is unimproved property known as: Lot 10 - 1739 Glen Echo Road; Lot 11 - 1735 Glen Echo Road; Lot 13 - 1749 Glen Echo Road; Lot 14 - 397 Glen West Drive; Lot 15 - 399 Glen West Drive and Lot 16 - 398 Glen West Drive, Nashville, TN 37215.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his successors and assigns, forever; and I, Bob Haley, covenant with the said Grantee that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and further covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all person whomsoever.

The Grantee executes this instrument for the sole purpose of agreeing that this conveyance is for the release of the Deeds of Trust and the partial satisfaction of $625,000.00 of the total indebtedness arising under the Notes secured thereby.

WITNESS our hands this 17th day of December, 2009.

GRANTOR:

Bob Haley

GRANTEE:

THE BANK OF NASHVILLE

By: EVP

William Glaus, Executive Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **BOB HALEY**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17th day of December, 2009.

MARCY E. SHELTON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires September 8, 2013

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **WILLIAM GLAUS**, 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 Executive Vice President, of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 17th day of December, 2009.

MARCY E. SHELTON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires September 8, 2013

Notary Public

My Commission Expires: _____

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