NAME AND ADDRESS OF NEW OWNER:
J.D. Eatherly d/b/a Eatherly Properties
1720 West End Avenue, Suite 600
Nashville, Tennessee 37203

SEND TAX NOTICES TO:
Owner

THIS INSTRUMENT PREPARED BY:
Vastland Realty Group
1720 West End Avenue, Suite 600
Nashville, Tennessee 37203

Map No. 043
Group 04-0-A
Parcel 030.00CO

BILL GARRETT, Davidson County
Trans:T20100018541 DEEDWARR
Recvd: 03/30/10 14:38 3 pgs
Fees:18.00 Taxes:3.70
20100330-0023717

DEED IN LIEU OF FORECLOSURE

For the good and valuable considerations hereinafter set forth, receipt of which is hereby acknowledged, **Adrian Garcia, unmarried**, (hereinafter "Grantor"), does hereby grant and convey to **J.D. Eatherly d/b/a Eatherly Properties, a proprietorship,** (hereinafter "Grantee"), the following real property situated in Davidson County, Tennessee, being more particularly described as follows, to-wit:

Land in Davidson County, Tennessee, Being all of Lot No. 30 on the plan of Resubdivision of Lots 30, 31, 32, River Landing, Section 1, Phase 1, of record in Instrument No. 20070125-0010292, Register's Office for Davidson County, Tennessee, to which plat reference is here made for more complete details of location and description of said lot.

Being all of the same property conveyed to Adrian Garcia, unmarried, by Special Warranty Deed from J.D. Eatherly d/b/a Eatherly Properties, a proprietorship, dated August 7, 2009, of record in Instrument No. 20090807-0074589, Register's Office for Davidson County, Tennessee.

This conveyance is subject to all matters shown on the plat of Resubdivision of Lots 30, 31, 32, River Landing, Section 1, Phase 1, of record in Instrument No. 20070125-0010292, said Register's Office; to the Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20060502-0050264, Instrument No. 20060602-0073693 and Instrument No. 20060815-0100349, said Register's Office; to a Order of Condemnation of record in Book 8274, page 619 and Book 8274, page 624, of said Register's Office; to a Flowage Easement of record in Book 2240, page 375, of said Register's Office; to a Storm Water Detention Agreement of record in Instrument No. 20030710-0096041, said Register's Office; to a Utility Easement of record in Book 4859, page 951, said Register's Office; to a Boundary Line Easement of record in Book 7732, page 213, said Register's Office, to Sewer Easements of record in Book 8274, page 619, Book 8274, page 624, Book 9411, page 730, Book 9411, page 739, Book 9411, page 743 and Book 9872, page 65, all of record in said Register's Office; 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 805 Northstar Court, Old Hickory, Tennessee 37138.

The title to said property 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 Deed of Trust executed by Adrian Garcia, unmarried, J.D. Eatherly d/b/a Eatherly Properties, a proprietorship, dated August 7, 2009, of record in Instrument No. 20090807-007459, Register's Office for 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 property described herein and includes the fair

and reasonable value of Grantor's interest in said property.

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 property 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 property by sale or otherwise.

5. That the actual possession of the property 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 property or any part thereof.

WITNESS MY HAND on this 9th day of January, ~~2009.~~ 2010

Adrian Garcia

By: Adrian Garcia

STATE OF TENNESSEE)
ss.
COUNTY OF DAVIDSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Adrian Garcia, 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.

WITNESS MY HAND and official seal at office in Nashville, Tennessee, on the 9th day of January, 2009.

Notary Public

My commission expires: NOV 7, 2011

BRAD LAYHER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2011

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer is ~~$XXX.XX~~ $1,000.00

Affiant

Sworn to and subscribed before me this the 9th day of January, ~~2009.~~ 2010

Notary Public

My commission expires: NOV 7, 2011

BRAD LAYHER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2011

I, Adrian Garcia.request that the leace for 805 Northstar Court, Old Hickory, Tn be assigned to J D Eatherly. All rent payments should be made to:

J D Eatherly
1720 West End Ave
Suite 600
Nashville TN 37203

Mr. Eatherly can be reached on his cell phone 300-1149.

Adrian Garcia

Adrian Garcia

Signed this date Saturday, January 09, 2010

WITNESS;

Serena Wilkinson

Serena Wilkinson

Adrian Garcia