BILL GARRETT, Davidson County
Trans:T20110022414 DEEDWARR
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Fees:43.00 Taxes:6993.00
20110415-0029359

This Instrument prepared by
Bone McAllester Norton, PLLC
1600 Nashville City Center
511 Union Street
Nashville, Tennessee 37219

Address New Owner(s)	Send Tax Bill To:	Map & Parcel Nos.:
GreenBank 9200 Carothers Parkway Suite 108 Franklin, TN 37067	GreenBank 9200 Carothers Parkway Suite 108 Franklin, TN 37067	See Attached Exhibit C

DEED IN LIEU OF FORECLOSURE

THIS DEED IN LIEU OF FORECLOSURE ("Deed") entered into by and between Accord Properties, LLC, a Tennessee limited liability company ("Grantor") and GreenBank ("Grantee").

WHEREAS, Accord Properties, LLC, by a Construction Deed of Trust, Assignment of Leases and Security Agreement dated May 24, 2007 of record as Instrument No. 20070531-0064534, Register's Office for Davidson County, Tennessee as modified by that certain Modification Agreement dated April 20, 2009 of record as Instrument No. 20090427-0037865, Register's Office for Davidson County, Tennessee, as further modified by that certain Amendment to Deed of Trust dated June 20, 2009 of record as Instrument No. 20090729-0070761, Register's Office for Davidson County, Tennessee, as further modified by that certain Third Amendment to Deed of Trust dated September 20, 2009 of record as Instrument No. 20091103-0101650, Register's Office for Davidson County, Tennessee and as further amended by that certain Fourth Amendment to Deed of Trust dated December 20, 2009 of record as Instrument No. 20100219-0013049, Register's Office for Davidson County, Tennessee (collectively "Deed of Trust") conveyed to C. Richard Bobo, Trustee, the Property located at 3210 West End Circle, Nashville, Davidson County, Tennessee, as hereinafter described to secure to GreenBank, a Promissory Note, etc. as described in said Deed of Trust ("Note"); and

WHEREAS, Grantor has defaulted under the terms of said Note secured by said Deed of Trust and the Grantee, as owner and holder of said Note, has demanded that the real property be advertised and sold in satisfaction of said debt and the cost of foreclosure in accordance with the terms and provisions of said Note, Deed of Trust and applicable law; and

WHEREAS, Grantor has offered to convey said Property to Grantee in lieu of Grantee holding the foreclosure sale and incurring the attorneys fees, costs and expenses associated with a foreclosure sale and the time to advertise and conduct a foreclosure sale.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents does sell, transfer and convey unto the said Grantee its successors and assigns, those certain tracts or parcels of land in Davidson County,

Tennessee described on Exhibit A attached hereto and incorporated herein with the appurtenances, estate, title, and interest thereto belonging ("Property").

To have and to hold the Property, to the said Grantee, its successors and assigns forever. Grantor covenants to the said Grantee that it is lawfully seized and possessed of said Property in fee simple, has a good right to convey the Property and the Property is unencumbered except for the Deed of Trust and the Permitted Exceptions on Exhibit B attached hereto and incorporated herein. Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said Property to the said Grantee, its successors and assigns against the lawful claims of all persons, whomsoever.

In further consideration of the Grantor's conveyance herein and the forbearance by Grantee of its right to foreclose under the Deed of Trust and other good and valuable consideration, the parties do specifically and mutually agree and bind themselves as follows:

1. Grantor acknowledges and agrees that the value of the Property is reasonably equivalent value in exchange for transfer of Grantor's right, title and interest in the Property as provided in this Deed.

2. Grantor acknowledges and agrees that it has no equity in the Property.

3. Grantor declares this conveyance is fairly made, without force or duress and in exchange for the receipt of substantial and adequate consideration equal to the fair value of Grantor's interest in the Property and that this is an absolute conveyance (and not a conveyance for security purposes, a mortgage, Deed of Trust or security interest of any kind).

4. Grantor agrees and understands that all proceeds received from the subsequent sale of said Property by Grantee is property of the Grantee and Grantor is not entitled to any further credit or reduction of the Note.

5. This Deed shall not effect the Deed of Trust and the Deed of Trust shall remain in full force and effect after the date of this Deed and the interest of Grantee, its successors and assigns in the Property upon effectuation of the conveyance as provided in this Deed shall not merge with the interest of Grantee or any affiliate of Grantee or any successors or assigns of Grantee nor shall this Deed extinguish the lien of the Deed of Trust, but rather the Deed of Trust shall be and remain at all times separate and distinct, notwithstanding any unity or commonality of interest in Grantee and the holder of the Deed of Trust and the Deed of Trust shall be and remain at all times a valid and continuous lien on the Property subject only to such written and recorded releases and reconveyance of the Deed of Trust as the holder of the Deed of Trust may execute at the date of this Deed, in its sole and absolute discretion. The execution, delivery and acceptance of this Deed shall not be construed to create or effect a merger of the lien of the Deed of Trust with the interest conveyed under this Deed. The holder of the Deed of Trust, its successors, affiliates and assigns, shall have the right to foreclose the lien of the Deed of Trust against all persons claiming an interest in or lien on any or all of the Property conveyed under this Deed.

WITNESS our hands this the 14th day of April, 2011.

GRANTOR:

ACCORD PROPERTIES, LLC

By: _____
Albert K. Cocke, Chief Manager

GRANTEE:

GREENBANK

By: _____
Lonnie Malone
Senior Vice President

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, Falecher Outen, a Notary Public in and for said County and State, aforesaid, personally appeared Albert K. Cocke, with whom I am personally acquainted and who, upon oath acknowledged himself to be the Chief Manager of Accord Properties, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of Accord Properties, LLC by the said Albert K. Cocke as such Chief Manager.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of April, 2011.

Falecher Outen
Notary Public

My Commission Expires: [illegible]

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, Sam J. McAllester III, a Notary Public in and for said County and State, aforesaid, personally appeared Lonnie Malone, with whom I am personally acquainted and who, upon oath acknowledged himself to be the Senior Vice President of GreenBank, a Tennessee general partnership, the within named bargainor, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of GreenBank by the said Lonnie Malone as such Senior Vice President.

Witness my hand and official seal at Nashville, Tennessee, this 14 day of April, 2011.

Notary Public

My Commission Expires: 12/30/2014

SAM J. MCALLESTER, III
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

The actual consideration for this transfer or value of property whichever is greater is $ 1,890,000.00 . This is equal to or greater than the property would bring at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me on

this 14th day of April, 2011.

Notary Public

My Commission Expires: 12/30/2014

SAM J. MCALLESTER, III
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT A

DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee being Unit Numbers 102, 103, 104, 201, 202, 203, 204, 301, 303 and 304 on the Plan of The Maxwell, as shown on and established by the Declaration of the Maxwell, a condominium, together with any storage unit and parking space specified in Exhibit F of said Declaration of the Maxwell, a condominium, of record in Instrument No. 20091214-0113711, Register's Office for Davidson County, Tennessee to which Plan reference is hereby made for a more complete description. The Easements, Restrictive Covenants, Bylaws, Conditions and Regulations imposed upon and relating to each Unit, property, co-owners or tenants of The Maxwell, a condominium, contained in the Declaration of the Maxwell of record in Instrument No. 20091214-0113711, Register's Office for Davidson County, Tennessee and are incorporated herein by reference and made a part hereof as though copied herein.

Being part of the same property conveyed to Accord Properties, LLC, a Tennessee limited liability company by Deed from West End Highland Limited Liability Company, a Tennessee limited liability company, of record in Instrument No. 20060706-0081218, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2010 and subsequent years real property taxes.

2. Declaration of the Maxwell, a condominium, Instrument No. 20091214-113711, Register's Office for Davidson County, Tennessee.

3. Charter of the Maxwell Home Owner's Association of record as Instrument No. 20091211-0113268, Register's Office for Davidson County, Tennessee.

4. Easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of the Maxwell, a condominium contained in the Declaration recorded in Instrument No. 20091214-0113711, Register's Office for Davidson County, Tennessee.

5. Storm Water Detention Agreement of record in Instrument No. 20070510-0056063, Register's Office for Davidson County, Tennessee.

6. Sewer Agreement of record in Instrument No. 20070522-0060781, Register's Office for Davidson County, Tennessee.

EXHIBIT C
3210 West End Circle

Unit #	Map/Parcel
Unit 102	104023D10200C0
Unit 103	104023D10300C0
Unit 104	104023D10400C0
Unit 201	104023D20100C0
Unit 202	104023D20200C0
Unit 203	104023D20300C0
Unit 204	104023D20400C0
Unit 301	104023D30100C0
Unit 303	104023D30300C0
Unit 304	104023D30400C0