BILL GARRETT, Davidson County
Trans:T20110029383 DEEDWARR
Recvd: 05/17/11 14:49 4 pgs
Fees:23.00 Taxes:5920.00
20110517-0037844

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
211 Commerce Street, Suite 800
Nashville, Tennessee 37201
Attn: Kelly L. Worman

WARRANTY DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that KATLAN PROPERTIES, a Tennessee general partnership (the "Grantor"), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the full cancellation and satisfaction of the mortgage indebtedness in favor of BEDFORD INVESTMENTS, a Tennessee general partnership (the "Grantee"), does give, grant, sell and convey to the Grantee, its successors and assigns, all the following described real property and improvements located thereon, located in Davidson County, Tennessee, to-wit:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

This being the same property conveyed to the Grantor by Warranty Deed executed on November 21, 2006, being of record as Instrument Number 20061121-0144728 in the Register's Office for Davidson County, Tennessee (the "Register's Office").

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereunto belonging, unto the said GRANTEE, its successors and assigns forever. The said GRANTOR does covenant for itself, its successors and assigns, that at the signing of these presents, it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same clear from all encumbrances whatsoever, and that GRANTOR, its successors and assigns will warrant and defend said premises, with the appurtenances thereunto belonging, unto said GRANTEE, its successors and assigns, against all lawful claims and demands whatsoever.

This deed is an absolute conveyance, the Grantor having sold said premises to the Grantee for a fair and adequate consideration, in addition to that above recited, being the release of all personal liability of Grantor under: that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Original Deed of Trust"), dated November 21, 2006 and recorded as Instrument Number 20061121-0144730, in the Register's Office, as amended by that certain First Amendment to Deed of Trust (the "First Amendment"), dated December 21, 2007 and recorded as Instrument No. 20080519-0051492, in the Register's Office, and as further modified by that certain Modification of Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Modification"), dated February 21, 2010 and recorded as Instrument No. 20100416-0028921, in the Register's Office (the Original Deed of Trust, as modified by the First Amendment and the Modification, hereinafter referred to as the "Deed of Trust"), and the notes secured thereby. Grantor declares that this conveyance is made freely and fairly made, and that there are no agreements, oral or written, other than this deed between the Grantor and the Grantee with respect to said premises. Grantor conveys the premises to Grantee subject to the Deed of Trust. It is the intent of the parties that the above described Deed of Trust not merge with the title acquired pursuant to this Warranty Deed in Lieu of Foreclosure.

[Signature Page Follows]

WITNESS the hand and seal of the Grantor on this 16th day of May, 2011.

KATLAN PROPERTIES, a Tennessee general partnership

By: Larry Hester
Name: Larry Hester
Title: General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Larry Hester, 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 within instrument for the purposes therein contained, and who further acknowledged that he is the General Partner of Katlan Properties, a Tennessee general partnership, and is authorized to execute this instrument on behalf of such general partnership.

WITNESS my hand and seal at office this 16th day of May, 2011.

Notary Public

JENNIFER GORDON CRAIG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:
01/07/13

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,600,000 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

SUBSCRIBED AND SWORN to before me this 16th day of May, 2011.

Notary Public

JENNIFER GORDON CRAIG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:
01/07/13

Property Owner and Person responsible for payment of taxes:

Bedford Investments
628 West Iris Drive
Nashville, TN 37204

Property Address: 3811, 3809 and part of 3807 Bedford Avenue also known as Lot 1 Bedford Avenue Subdivision, Phase 3, Nashville, TN 37215

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Real property in Davidson County, Tennessee, being known as Units 101, 201, 203 and 205, as shown in Master Deed establishing a Horizontal Property Regime of Bedford Plaza Office Condominiums, of record in Instrument No. 200802250018414, as amended in Instrument No. 200804110036887, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Katlan Properties, a Tennessee general partnership from Clifford O. Richmond by deed of record in Instrument No. 200611210144728, in the Register's Office for Davidson County, Tennessee.