This Instrument Prepared by:
Bryan D. Spicer
Attorney at Law
342 Cool Springs Blvd.
Suite 202
Franklin, TN 37067

BILL GARRETT, Davidson County
Trans:T20110068103 DEEDWARR
Recvd: 10/31/11 13:58 3 pgs
Fees:18.00 Taxes:303.23
20111031-0084542

After recording please return this instrument to:
Spicer Title, LLC
342 Cool Springs Blvd.
Suite 202
Franklin, TN 37067

Address New Owner as Follows:	**Send Tax Bills to:**	**Map-Parcel Numbers:**
Duke & Duke, LLC 342 Cool Springs Blvd. Suite 202 Franklin, TN 37067	New Owner	071-09-0-080.00 071-09-0-081.00 071-09-0-082.00 071-09-0-083.00 071-09-0-084.00

Deed in Lieu of Foreclosure

WHEREAS, Duke & Duke, LLC, (the "Grantee") is the owner and holder of a certain Promissory Note dated June 30, 2006, from CLS Investment Properties, Inc., now known as CLS Rental Properties, LLC (the "Grantor") to Cumberland Bank, now known as Capital Bank, N.A., a national banking association, in the original principal amount of Eighty-Two Thousand Five Hundred and No/100 Dollars ($82,500.00), which is secured by the Deed of Trust of record in Instrument No. 20060707-0081950, modified in Instrument No. 20080331-0032221 and Instrument No. 20100201-0008022 and assigned to Duke & Duke, LLC by Assignment of Deed of Trust of record in Instrument No. 20111031-0084541, Register's Office for Davidson County, Tennessee;

WHEREAS, the Grantor has agreed to make, and the Grantee has agreed to accept, this conveyance in return for the release of said Deed of Trust and Modification;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($ 10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, has bargained and sold, and by these presents does hereby transfer and convey unto the Grantee, its successors and assigns, certain land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, described as follows:

Being Lots Nos. 21, 22, 23, 24 and 25 on the Map of W.H. Nance's Subdivision of Lot No. 14, Brooklyn Plan, as of record in Book 332, page 14, Register's Office for said County.

Said Lots Nos. 21, 22 and 23 front 100 feet each on the northeasterly side of 3rd Street and run back to a 20-foot alley, lot No. 21 running back 176 feet on the northwesterly line and 175 feet on the southeasterly line, Lot No. 22 running back 175 feet on the northwesterly line and 174 feet on the southeasterly line, and lot No. 23 running back 174 feet on the northwesterly line and 173 feet on the southeasterly line.

Said Lot No. 24 fronts 75 feet on the northeasterly side of 3rd Street and runs back 173 feet to an alley.

Said Lot No. 25 fronts 85.5 feet on the northeasterly side of 3rd Street and runs back 178.3 feet on the northwesterly line and 155.5 feet on the southeasterly line to a dead line.

Being the same property conveyed to Frank Holbert by Deed from The Heirs at Law of E.R. Garrett, deceased, being Donald Barry Garrett and Enoch Ralph Garrett Jr. and Johnny Wayne Garrett, of record in Instrument No. 20020911-0110849, dated September 11, 2002, Register's Office for Davidson County, Tennessee. CLS Investment Properties, Inc. changed its name to CLS Rental Properties, LLC on April 24, 2009, of record in Image #6525-1915, Tennessee Secretary of State's Office.

This is improved property, known as 1713 3rd Street, Nashville, TN 37208.

TO HAVE AND TO HOLD said tract of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, its successors and assigns, forever; and Grantor does covenant with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as otherwise herein set out; and Grantor does further covenant and bind themselves, its successors and assigns, to warrant and forever defend the title to said land to said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

The Grantee executes this instrument for the sole purpose of agreeing that this conveyance is for the full and complete satisfaction of the herein described Promissory Note and release of the herein described Deed of Trust and Modification.

WITNESS our hands this 27th day of October, 2011.

GRANTOR(S):

CLS Rental Properties, LLC

By: Clarence Summey, President

GRANTEE:

Duke & Duke, LLC

By: Bryan D. Spicer
Its: Chief Manager

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

I, or We, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 61,955.37, which amount is equal to, or greater than, the amount, which the property transferred, would command at a fair voluntary sale.

Affiant

Subscribed and sworn to before me on this 27th day of October, 2011.

Notary Public

My Commission Expires: 1-9-14

MELANIE D. DURARD
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TN
My Commission Expires: January 19, 2014

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me the undersigned, a Notary Public for Williamson County, State of Tennessee, personally appeared Clarence Summey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the President of CLS Rental Properties, LLC, the within named Bargainor, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of CLS Rental Properties, LLC, by himself as President.

Witness my hand and official seal at Franklin, Tennessee, this 27th day of October, 2011.

Notary Public

My Commission Expires: 1-9-14

MELANIE D. DURARD
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TN
My Commission Expires: January 19, 2014

STATE OF TENNESSEE
COUNTY OF Williamson

Before me the undersigned, a Notary Public for Williamson County, State of Tennessee, personally appeared Bryan D. Spicer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the Chief Manager of Duke & Duke, LLC, the within named Lender, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Duke & Duke, LLC, by himself as Chief Manager.

Witness my hand and official seal at Franklin, Tennessee, this 27th day of October, 2011.

Notary Public

My Commission Expires: 1-9-14

MELANIE D. DURARD
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TN
My Commission Expires: January 19, 2014