THIS INSTRUMENT PREPARED BY:
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Suite 1000, Volunteer Building
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Chattanooga, TN 37402

BILL GARRETT, Davidson County
Trans:T20120014398 DEEDWARR
Recvd: 02/28/12 11:22 4 pgs
Fees:23.00 Taxes:8991.00
20120228-0017133

DEED IN LIEU OF FORECLOSURE

Address New Owner:	Send Tax Notices To:	Map-Parcel Number
AERL, LC 6000 Westown Parkway West Des Moines, Iowa 50266	New Owner	148-87.00 148-283.00

THIS DEED IN LIEU OF FORECLOSURE is made and entered into as of the 21st of February, 2012, by and between **MILL CREEK INVESTMENT GROUP, LLC**, a Tennessee limited liability company ("Grantor"), and **AERL, L.C.** ("Grantee"), whose address is 6000 Westown Parkway, West Des Moines, Iowa 50266.

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of that certain tract or parcel of land lying and being in Davidson County, Tennessee, being more particularly described in Exhibit A attached hereto and by this reference made a part hereof, together with (A) the Improvements (as defined in the Mortgage described below); (B) all estates, easements, interest, licenses, Rights (as defined in the Mortgage described below) and titles of Grantor in and to the Land (as defined in the Mortgage described below) or the Improvements or as a means of ingress to or egress from the Land or the Improvements; (C) all estates, easements, interest, licenses, Rights and titles, if any, of Grantor in and to the real estate lying in the streets, roads, alleys, ways, sidewalks, or avenues, open or proposed, in front of, or adjoining, the Land, and in and to any strips or gores of real estates adjoining the Land; (D) all passages, waters, water rights, water courses, rafterian rights, other rights, or pertinent to the Land; and (E) all estates, easements, licenses, interest, Rights and titles if pertinent or incident to the foregoing (hereinafter referred to collectively as the "Property").

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behalf of Grantee forever IN FEE SIMPLE.

The Property is described in that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents dated as of September 18, 2001, recorded as Instrument No. 20010918-0100932 in the Register's Office of Davidson County, Tennessee (the "Mortgage"), as assigned to AERL, L.C. by that certain Assignment of Loan Documents dated September 30, 2011, recorded as Instrument No. 20120119-0005279 in said Register's Office (the Mortgage and all other documents, instruments or agreements evidencing, securing or otherwise relating to the indebtedness secured by the Mortgage, including without limitation that certain Assignment of Leases and Rents recorded as Instrument No. 20010918-0100933 in said Register's Office, or hereinafter collectively

referred to as the "Loan Documents"), and is being conveyed by Grantor to Grantee as an absolute conveyance in lieu of foreclosure of, or a sale under power contained in the Mortgage as it relates to the Property. Grantor expressly acknowledges and agrees that this is an absolute conveyance and does not constitute the pledging of additional security by Grantor, there being no equity in the Property in excess of the indebtedness secured by the Mortgage, and that Grantor shall have no equity of redemption with respect to the Property conveyed hereby.

It is the express intent of Grantor and Grantee that this conveyance shall not satisfy the indebtedness secured by the Mortgage, nor shall any of the Loan Documents be terminated or canceled by this conveyance but shall expressly survive this conveyance. Nothing contained herein shall be construed to impair the rights of Grantee, as the holder of the Mortgage and Loan Documents, with respect to the real and personal properties granted as collateral under the Mortgage and Loan Documents, or to affect in any manner the right of the holder of the Mortgage and/or Loan Documents to foreclose, sell or otherwise proceed against any such real and personal properties. No merger of the fee estates conveyed hereby with the estates, titles and security interests granted by the respective Mortgage and Loan Documents shall occur (notwithstanding the fact that title to all such interests may be vested in the same person or entity) until and unless the holder of all of such interests shall execute an appropriate instrument affecting such merger and shall duly file the same in the records of the Register's Office of Davidson County, Tennessee. Nothing contained herein shall constitute an assumption by Grantee of any obligations of Grantor under the Loan Documents.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, that would qualify this conveyance as anything other than an absolute conveyance.

AND THE SAID GRANTOR shall warrant and forever defend the right and title to said Property unto Grantee against the lawful claims of all persons claiming through or under Grantor, other than claims arising out of all matters filed of record in the Register's Office of Davidson County, Tennessee, prior to the date hereof.

Signature Page Follows.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed In Lieu of Foreclosure on the day and year first above written.

GRANTOR:

MILL CREEK INVESTMENT GROUP, LLC, a Tennessee limited liability company

By: _____
Name: Michael E. Calandra
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On this 13 day of February, 2012, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Michael E. Calandra, to me personally known, who being by me duly sworn or affirmed did say that he is the Vice President of Mill Creek Investment Group, LLC, a Tennessee limited liability company, and that he executed the within instrument on behalf of said company as Vice President for the purposes therein contained.

Witness my hand, at office, this 13 day of February, 2012.

Donna J. Brown
NOTARY PUBLIC
My Commission Expires: 2-9-2013

DONNA J. BROWN NOTARY PUBLIC MECKLENBURG COUNTY N.C.

STATE OF TENNESSEE
COUNTY OF HAMILTON

The actual consideration or value, whichever is greater, for this transfer is $2,430,000.

Clyde R. Hem
AFFIANT

Subscribed and sworn to before me this 21st day of February, 2012

Notary Public
My Commission Expires: 4-8-2014

GINA GRAMONT STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

EXHIBIT "A"

(Legal Description of Property)

Being Lots 1 and 2 as shown on the plan of Resubdivision of Lot No. 1 of Antioch Plaza of record in Plat Book 7900, Page 125, Register's Office for Davidson County, Tennessee, more particularly described as follows:

BEGINNING at a point in the southerly margin of Richards Road, being the northeast corner of Parcel 86.1 on Tax Map 148 and as recorded in Book 4771, Page 876, said Register's Office; thence, with the southern margin of Richards Road, S85 degrees 49' 56"E, 140.90 feet to a point; thence, with a curve to the left having a central angle of 0 degrees 20' 50", a radium of 7143.60 feet, a chord bearing S89 degrees 03' 43" E, 43.31 feet and a curve length of 43.31 feet to a point; thence, S88 degrees 47' 53" E, 159.03 feet to a P.K. nail; thence, S88 degrees 23' 19" E, 137.48 feet to a monument in the southerly margin of Richards Road; thence, leaving Richards Road, S04 degrees 34' 22" W, 156.72 feet to an iron pin; thence, with Lori Heights Subdivision, S37 degrees 53' 50" E, 111.93 feet to an iron pin; thence, S04 degrees 31' 38" E, 227.28 feet to the northeast corner of Antioch Church of Christ property; thence, with the church property S75 degrees 59' 01" W, 434.86 feet to a point in the easterly margin of Antioch Pike; thence, N41 degrees 12' 51" W, 526.71 feet to a point in the easterly margin of Antioch Pike; thence leaving Antioch Pike N83 degrees 33' 08" E, 111.60 feet to an iron pin; thence, N85 degrees 11' 43" E, 92.85 feet to an iron pin; thence, N87 degrees 38' 59" E, 31.53 feet to an iron pin; thence, N06 degrees 35' 13" W, 177.86 feet to the point of beginning.

As shown on that certain ALTA/ACSM Land Title Survey for Mill Creek Commons, B&C Project 20010555/Site 1, Antioch, Tennessee, County of Davidson, State of Tennessee, prepared by Theodore Joseph Stevenson II, Tennessee Registered Land Surveyor No. 2136, dated August 29, 2001, last revised August 30, 2001.

Being the same property conveyed to Mill Creek Investment Company, LLC, a Tennessee limited liability company, by Deeds from JDN Realty Corporation, a Maryland corporation, of record as Instrument Nos. 20010918-0100930 and 20010918-0100931, Register's Office of Davidson County, Tennessee.