BILL GARRETT, Davidson County
Trans:T20130010711 DEEDWARR
Recvd: 02/07/13 13:59 9 pgs
Fees:48.00 Taxes:244.20
20130207-0012890

Prepared By and Returnable to:
Bone McAllester Norton PLLC (DMA)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner:	Send Tax Bills To:	Map & Parcel Numbers:
Avenue Bank **111 Tenth Avenue, South** **Suite 400** **Nashville, TN 37203** **ATTN: Andy Moats**	**New Owner**	**164-08-0-B-091.00 CO** **164-08-0-B-102.00 CO** **164-08-0-B-103.00 CO**

WARRANTY DEED BY BANKRUPTCY DEBTOR IN POSSESSION PURSUANT TO BANKRUPTCY COURT ORDER UNDER 11 U.S.C. § 363 FOR SALE FREE AND CLEAR OF LIENS

FOR AND IN CONSIDERATION of the sum of SIXTY SIX THOUSAND and NO/100 DOLLARS ($66,000.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Greenvale Construction, LLC, a Tennessee limited liability company and Debtor in Possession** in a certain Bankruptcy Case pending at in *In Re Greenvale Construction, LLC*, U.S. Bankr. Case No. 3:10-07875 (hereinafter, the "Grantor"), has bargained and sold, and by these presents does transfer and convey to **Avenue Bank** (hereinafter, the "Grantee"), and Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor, if any, in and to any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining all or any part of said land, any alley bisecting said land, and any and all strips, gores, or rights-of-way, riparian rights and easements affecting or appurtenant to said land and all improvements and fixtures located thereon and all easements, privileges and appurtenances thereunto (collectively the "Property").

Pursuant to the *Agreed Order Approving the Joint Motion by the Debtor and Avenue Bank to Sell Real Property Free and Clear of Liens, Pursuant to Section 363*, entered on January 15, 2013, by the Bankruptcy Court for the Middle District of Tennessee, at Docket No. 307 in *In Re Greenvale Construction, LLC*, U.S. Bankr. Case No. 3:10-07875, this Property is sold free and clear of all liens in accordance with 11 U.S.C. § 363, with any liens attaching only to the proceeds, if any, in excess of the indebtedness owed to Avenue Bank, and the Property passing to Buyer with good title. A copy of the Bankruptcy Court Order is attached and incorporated herein as Exhibit B.

This conveyance of the Property, and all covenants and warranties contained herein, is made expressly subject to the matters set forth on Exhibit C, which is attached hereto and incorporated herein by reference; provided, however, that Grantor makes no covenants or warranties whatsoever with respect to title to any alley bisecting the Property or any land lying in the bed of any streets, roads, highways, or avenues adjoining or abutting the Property or the amount of acreage or square footage contained in the Property.

This is unimproved property known as Lot Nos. 38, 83 and 84 on the Final Plat of Lake Walk, Section Three, Nashville, Tennessee. The address is believed to be accurate but such address is not part of the legal description. In the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever. Grantor covenants that, subject to the matters set forth herein and in the Exhibits attached hereto, Grantor is lawfully seized and possessed of said Property in fee simple, has good right to convey it, and that the Property is unencumbered.

GRANTOR FURTHER COVENANTS and binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to said Property to Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth herein and in the Exhibits attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the 29 day of January, 2013.

GRANTOR:

GREENVALE CONSTRUCTION, LLC, a Tennessee limited liability company and Debtor In Possession

By: _____

Title: Chief Manager

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Mark Thomasson, 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, and who further acknowledges that he is the ChiefManager of Greenvale Construction, LLC, the maker, and is authorized by the maker to execute this Instrument on behalf of maker.

Witness my hand and seal, at office in Davidson County, Tennessee, this the 29th day of January, 2013.

Sandra C Norton
NOTARY PUBLIC

My Commission Expires: 7-8-13

SANDRA C. NORTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 8, 2013

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $66,000.00.

Subscribed and sworn to before me, this the 29th day of January, 2013.

Sandra C Norton
Notary Public

My Commission Expires: 7-8-13

SANDRA C. NORTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 8, 2013

EXHIBIT A

LEGAL DESCRIPTION

Being Lot Nos. 38, 83, and 84, on the Final Plat of Lake Walk, Section Three, as the same appears of record at Instrument No. 20060124-0009100, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being a portion of the same property conveyed to Greenvale Construction, LLC, a Tennessee limited liability company, by deed from Global Development, Inc., of record at Instrument No. 20060223-0021421, Register's Office for Davidson County, Tennessee.

EXHIBIT B

BANKRUPTCY ORDER

(Attached hereto)

Keith M. Lundin
U.S. Bankruptcy Judge
Dated: 01/15/13

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

Attest:
A True Copy
Certified this 2/1/13
U.S. Bankruptcy Court
By _____
Deputy Clerk

IN RE:	)	
	)	
GREENVALE CONSTRUCTION, LLC	)	Case No. 3:10-bk-07875
	)	Chapter 11
	)	Judge Lundin
Debtor.	)	

AGREED ORDER APPROVING THE JOINT MOTION BY THE DEBTOR AND AVENUE BANK TO SELL REAL PROPERTY FREE AND CLEAR OF LIENS, PURSUANT TO SECTION 363

This matter is before the Court upon the *Motion by Avenue Bank and Debtor Seeking Approval of Sale of Real Property, Free and Clear of Liens, Pursuant to 11 U.S.C. § 363* [Docket No. 304] (the "Motion"), and no objections to the proposed Agreed Order and proposed sales of real property having been properly made; and notice of the Motion and opportunity to be heard having been given in accordance with LBR 9013-1; and it appearing to the Court that said Motion shall be granted in its entirety, it is therefore:

ORDERED that the Debtor is authorized to sell to Avenue Bank (the "Bank") the Properties, identified in **Exhibit A** to this Order, as described in the Motion and pursuant to the terms of the Motion; and it is further

ORDERED that each of the Properties shall be sold free and clear of all liens in accordance with 11 U.S.C. § 363, with liens attaching only to the proceeds and the Properties passing with good title; and it is further

ORDERED that any and all liens shall attach to the net proceeds of the sales, in the order of each lien's priority status; and that Avenue Bank, which holds the first mortgage, shall be allowed to

pay the purchase price proposed as a credit bid for application to its debt, with proceeds after such application, if any, paid to junior lien holders, and such liens attaching only to the surplus available proceeds.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE

APPROVED FOR ENTRY:

/s/ David M. Anthony
David M. Anthony
Bone McAllester Norton, PLLC
511 Union Suite 1600
Nashville, TN 37219
danthony@bonelaw.com
(615) 238-6321 (telephone)
(615) 687-5599 (facsimile)

Attorneys for Avenue Bank

/s/ T Larry Edmondson
T. LARRY EDMONDSON
Attorney for Debtor
800 Broadway. 3rd Floor
Nashville. TN 37203
(615) 254-3765
LarryEdmondson@live.com

CERTIFICATE OF SERVICE

I certify that the foregoing pleading was filed electronically through the Court's ECF system and served electronically on all parties enlisted to receive service electronically and/or via US Mail, first class, on the following:

U.S. Trustee
701 Broadway
Suite 318
Nashville, TN 37203

the 14th day of January, 2013.

/s/ David M. Anthony
David M. Anthony

EXHIBIT A

List of Properties to be sold free and clear of liens pursuant to 11 U.S.C. § 363

(a) Lot 37 Fall Creek:
Approved Purchase Price/Credit: $25,000.00

(b) Lot 173 Fall Creek:
Approved Purchase Price/Credit: $25,000.00

(c) Lot 115 Crescent Glen:
Approved Purchase Price/Credit: $30,000.00

(d) Lot 133 Hawthorne Valley:
Approved Purchase Price/Credit: $41,000.00

(e) Lot Nos. 38, 83, and 84 Lake Walk:
Approved Purchase Price/Credit: $66,000.00

(f) Lot 4839 Lake Forrest Estates, 1139 Geneil Lane, Lavergne, TN 37086:
Approved Purchase Price/Credit: $101,900.00

(g) Lot 181 Fall Creek, 1108 Niagra Court, Murfreesboro, TN 37129:
Approved Purchase Price/Credit: $125,000.00

This Order has Been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

EXHIBIT C

ENCUMBRANCES

1. Taxes for the year 2012, a lien, but now due and payable.

2. Restrictive Covenants of record at Instrument No. 20050127-0010145, Register's Office for Davidson County, Tennessee.

3. Bylaws of Lakewalk Owners Association, Inc., of record at Instrument No. 20050128-0010524, said Register's Office.

4. Storm Water Agreement of record at Instrument No. 20040209-0015320, said Register's Office.

5. All matters shown on the Plat of record at Instrument No. 20060124-0009100, said Register's Office.