This Instrument Prepared By:
CHAFFIN & BURNSED, PLLC
49 Music Square West, Suite 502
Nashville, Tennessee 37203

Davidson County DEEDWARR
Recvd: 09/11/13 10:26 8 pgs
Fees:43.00 Taxes:2312.50
20130911-0095815

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL:
AVENUE BANK 111 10TH AVENUE SOUTH NASHVILLE, TN 37203	SAME	161-00-0-213.00

WARRANTY DEED
IN LIEU OF FORECLOSURE

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantee," and other good and valuable consideration, the receipt and sufficiency all of which are hereby acknowledged, **CAR WASH KING SWISS, LLC, a Tennessee limited liability company**, hereinafter referred to as the "Grantor," has bargained and sold, and by these presents do transfer and convey unto **AVENUE BANK, a Tennessee Banking Corporation**, hereinafter referred to as the "Grantee," its successors and/or assigns, the following described premises, to-wit:

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot 2 on the Resubdivision of Reserve Parcels "B" & "C", Sunchase Knolls Development of record in Plat Book 6900, page 688 at the Register's Office for Davidson County, Tennessee and being described as follows:

Beginning at an existing iron rod on the northerly right-of-way line of Swiss Avenue, 50 feet in width, at a corner common with Lot 1 on the said Resubdivision of Reserve Parcels "B" & "C";

Thence leaving the northerly right-of-way line of Swiss Avenue with the easterly line of Lot 1, North 23 deg 00 min 51 sec West, 190.54 feet to an existing iron rod on the southerly line of Lot 1, Revised Plan of Subdivision, Reserve Parcels D-1 & D-2, Sunchase Knolls Development of record in Plat Book 6250, page 431.

Thence first with the southerly line then with the easterly line of said Lot 1, Revised Plan of Subdivision for the following two calls:
1) North 76 deg 57 min 20 sec East, 67.51 feet to an existing rod;
2) North 04 deg 36 min 14 sec West, 260.25 feet to an existing iron rod on the southerly line of Reserve Parcel "B-1", Resubdivision of Reserve Parcel "B", Brentwood East Commercial Park of record in Plat Book 5210, page 79;

Thence first with the southerly line of said Reserve Parcel "B-1" then with the southerly line of Lot 2, Resubdivision of Reserve Parcel "B" Brentwood East Commercial Park for the following two calls:
1) South 68 deg 37 min 04 sec East, 175.86 feet to an existing concrete monument;
2) North 81 deg 08 min 23 sec East, 142.79 feet to an existing concrete monument on the westerly right-of-way line of Nolensville Pike;

Thence with the westerly right-of-way line of Nolensville Pike, South 04 deg 29 min 27 sec East, 312.41 feet to an existing iron rod on the northerly right-a-way line of Swiss Avenue;

Thence with the northerly right-of-way line of Swiss Avenue of the following three calls:
1) South 85 deg 19 min 30 sec West, 50.00 feet to an iron rod set;
2) With a curve to the left having a radius of 457.36 feet, a curve length of 196.92 feet and a chord bearing and distance of South 72 deg 59 min 25 sec West, 195.40 feet to an existing iron rod;
3) South 60 deg 47 min 33 sec West, 72.17 feet to the point of beginning; containing 110,308 square feet or 2.532 acres, more or less.

Being the same property conveyed to Car Wash King Swiss, LLC, a Tennessee limited liability company by Warranty Deed from NCW-National Car Wash, a Tennessee limited liability company, dated May 13, 2008 of record in Instrument No. 20080514-0049618, in the Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following encumbrances:

1) Subject to Declaration of Easements of record in Book 6265, page 146, Register's Office for Davidson County, Tennessee;
2) Subject to Supplemental Declaration of Reciprocal Easements of record in Book 6544, page 392, Register's Office for Davidson County, Tennessee;
3) Subject to Agreement for Dedication of Water Mains and Appurtenances of record in Book 7839, page 716, Register's Office for Davidson County, Tennessee;
4) Subject to Transmission Line Easement of record in Book 2400, page 596, Register's Office for Davidson County, Tennessee;
5) Subject to all matters shown on Plat of record in Book 6900, page 688, Register's Office for Davidson County, Tennessee;
6) Subject to all matters shown on ALTA/ACSM Land Title Survey dated 1/17/2008, as revised 3/14/2008, by Cherry Land Surveying.

Improved property known as 400 Swiss Avenue, Nashville, Davidson County, Tennessee.

Grantor states, represents, warrants and covenants that it does hereby transfer, assign and convey unto Grantee, and its successors and assigns, all of the right, title and interest in and to the real property described above, together with the appurtenances, estate, title and interest thereto

belonging to Grantor. Grantor does covenant with the Grantee that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered. Grantor further covenants and binds itself, its heirs and/or assigns to warrant and forever defend the title to the above-described property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever. Grantor also warrants and represents that any and all necessary court approval for this transfer has been obtained and that no further approval is required.

This deed is an absolute conveyance, the Grantor having sold said land to the Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being the full satisfaction of all obligations secured by the Deed of Trust executed by Car Wash King Swiss, LLC, a Tennessee limited liability company, as Borrower, to Avenue Bank, a Tennessee banking corporation, as Lender, and N. Courtney Hollins, as Trustee, recorded in Instrument No. 20080514-0049619, Register's Office for Davidson County, Tennessee.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between the Grantor and Grantee with respect to the above described land.

TO HAVE AND TO HOLD said tract of land, together with all appurtances, estate, title and interest thereto belonging to said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused its name to be affixed hereto on this the 24th day of June, 2013.

SIGNATURE AND NOTARY ACKNOWLEDGEMENTS APPEARING ON FOLLOWING PAGE

CAR WASH KING SWISS, LLC,
A Tennessee Limited Liability Company:

By: _____
Shane Bowen

Title: President

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Shane Bowen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Car Wash King Swiss, LLC, a Tennessee limited liability company, the within named bargainor, and that he as President, executed the foregoing instrument for the purposes therein contained, by signing the name of Shane Bowen by himself as President.

Witness my hand and official seal this 24 day of June, 2013.

_____
Notary Public

My Commission Expires: 1/9/14

ANGELA C. HEERING
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 9, 2014

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $625,000.00

_____
Affiant

Sworn to and subscribed before me on this 28th day of June, 2013.

_____
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

ESTOPPEL AFFIDAVIT

Affidavit of an Entity giving Deed in Lieu of Foreclosure:

STATE OF Tennessee)
) ss
COUNTY OF Davidson)

CAR WASH KING SWISS, LLC, a Tennessee limited liability company, being first duly sworn, deposes and says: That it is the identical party who made, executed, and delivered that certain warranty deed in lieu of foreclosure to Avenue Bank, a Tennessee banking corporation, dated the 24th day of June, 2013, conveying the following described property, to-wit:

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot 2 on the Resubdivision of Reserve Parcels "B" & "C", Sunchase Knolls Development of record in Plat Book 6900, page 688 at the Register's Office for Davidson County, Tennessee and being described as follows:

Beginning at an existing iron rod on the northerly right-of-way line of Swiss Avenue, 50 feet in width, at a corner common with Lot 1 on the said Resubdivision of Reserve Parcels "B" & "C";

Thence leaving the northerly right-of-way line of Swiss Avenue with the easterly line of Lot 1, North 23 deg 00 min 51 sec West, 190.54 feet to an existing iron rod on the southerly line of Lot 1, Revised Plan of Subdivision, Reserve Parcels D-1 & D-2, Sunchase Knolls Development of record in Plat Book 6250, page 431.

Thence first with the southerly line then with the easterly line of said Lot 1, Revised Plan of Subdivision for the following two calls:
1) North 76 deg 57 min 20 sec East, 67.51 feet to an existing rod;
2) North 04 deg 36 min 14 sec West, 260.25 feet to an existing iron rod on the southerly line of Reserve Parcel "B-1", Resubdivision of Reserve Parcel "B", Brentwood East Commercial Park of record in Plat Book 5210, page 79;

Thence first with the southerly line of said Reserve Parcel "B-1" then with the southerly line of Lot 2, Resubdivision of Reserve Parcel "B" Brentwood East Commercial Park for the following two calls:
1) South 68 deg 37 min 04 sec East, 175.86 feet to an existing concrete monument;
2) North 81 deg 08 min 23 sec East, 142.79 feet to an existing concrete monument on the westerly right-of-way line of Nolensville Pike;

Thence with the westerly right-of-way line of Nolensville Pike, South 04 deg 29 min 27 sec East, 312.41 feet to an existing iron rod on the northerly right-a-way line of Swiss Avenue;

Thence with the northerly right-of-way line of Swiss Avenue of the following three calls:
1) South 85 deg 19 min 30 sec West, 50.00 feet to an iron rod set;

2) With a curve to the left having a radius of 457.36 feet, a curve length of 196.92 feet and a chord bearing and distance of South 72 deg 59 min 25 sec West, 195.40 feet to an existing iron rod;
3) South 60 deg 47 min 33 sec West, 72.17 feet to the point of beginning; containing 110,308 square feet or 2.532 acres, more or less.

Being the same property conveyed to Car Wash King Swiss, LLC, a Tennessee limited liability company by Warranty Deed from NCW-National Car Wash, a Tennessee limited liability company, dated May 13, 2008 of record in Instrument No. 20080514-0049618, in the Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following encumbrances:

1) Subject to Declaration of Easements of record in Book 6265, page 146, Register's Office for Davidson County, Tennessee;
2) Subject to Supplemental Declaration of Reciprocal Easements of record in Book 6544, page 392, Register's Office for Davidson County, Tennessee;
3) Subject to Agreement for Dedication of Water Mains and Appurtenances of record in Book 7839, page 716, Register's Office for Davidson County, Tennessee;
4) Subject to Transmission Line Easement of record in Book 2400, page 596, Register's Office for Davidson County, Tennessee;
5) Subject to all matters shown on Plat of record in Book 6900, page 688, Register's Office for Davidson County, Tennessee;
6) Subject to all matters shown on ALTA/ACSM Land Title Survey dated 1/17/2008, as revised 3/14/2008, by Cherry Land Surveying.

Improved property known as 400 Swiss Avenue, Nashville, Davidson County, Tennessee.

That affiant is now, and at all times, herein mentioned, an Entity;

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to the grantee named therein, and was not and is not now intended as a mortgage, trust, conveyance, or security of any kind; that is was the intention of affiant as grantor in said deed to convey, and by said deed these affiants did convey to the grantee therein all their right, title, and interest absolutely in and to said premises; that the premises have been vacated and possession of said premises has been surrendered to the grantee;

That in the execution and delivery of said deed, affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditors of the deponents or the LLC; that at the time it was given there was no other person or persons, firms or corporation, other than the grantee therein named interested, either directly or indirectly in said premises; that these deponents are solvent and have no other creditors whose rights would be

prejudiced by such conveyance, and that deponents are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of $10 by grantee, and the full cancellation of all debts, obligations, costs, and charges secured by that certain deed of trust heretofore existing on said property executed by Deed of Trust executed by Car Wash King Swiss, LLC, a Tennessee limited liability company, as Borrower, to Avenue Bank, a Tennessee banking corporation, as Lender, and N. Courtney Hollins, as Trustee, recorded in Instrument No. 20080514-0049619, Register's Office for Davidson County, Tennessee, and the release of record of said deed of trust; and that at the time of making said deed, affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded;

This affidavit is made for the protection and benefit of the grantee in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

CAR WASH KING SWISS, LLC,
A Tennessee Limited Liability Company:

By: _____
Shane Bowen

Title: President

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Shane Bowen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Car Wash King Swiss, LLC, a Tennessee limited liability company, the within named bargainor, and that he as President, executed the foregoing instrument for the purposes therein contained, by signing the name of Shane Bowen by himself as President.

Witness my hand and official seal this 24 day of June, 2013.

_____
Notary Public

My Commission Expires: 1/9/16

ANGELA C. HEERING
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 9, 2016

Certificate of Authenticity

I, Bobby Taylor, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Bobby Taylor

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Sandra C. Norton, a notary public for this county and state, Bobby Taylor who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Sandra C. Norton

Notary's Signature

My Commission Expires: 5-8-17.

SANDRA C. NORTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2017