Davidson County DEEDWARR
Recvd: 09/11/13 10:27 8 pgs
Fees:43.00 Taxes:1850.00
20130911-0095816

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

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL:
AVENUE BANK 111 10TH AVENUE SOUTH NASHVILLE, TN 37203	SAME	041-12-0-085.00

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 DICKERSON, 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, and being more particularly described as follows:

Beginning at an existing iron rod on the easterly right-of-way line of Dickerson Pike, 80 feet in width, at a corner common with the property conveyed to Tri Star Energy, LLC of record in Instrument Number 20010803-0083229 at the Register's Office for Davidson County, Tennessee;

Thence leaving Dickerson Pike with the southerly property line of Tri Star Energy, South 79 deg 15 min 00 sec East, 300.00 feet to an existing iron rod on the westerly property line of Gerald T. Fisher et ux, of record in Book 5893, page 506;

Thence first with the westerly line of Fisher, South 11 deg 02 min 38 sec West, 166.00 feet to an existing iron rod at a corner common with said Fisher;

Thence with the northerly property line of Fisher then with the northerly property line of Vernon Ewing Johnson et ux, of record in Book 2586, page 372, North 79 deg 13 min 34 sec West 314.30 feet to an existing iron rod on the easterly right-of-way line of Dickerson Pike;

Thence first with the easterly right-of-way line of Dickerson Pike with a curve to the right having a radius of 5689.58 feet, a curve length of 166.56 feet and a chord bearing and distance of North 15 deg 58 min 10 sec East, 166.56 feet to the point of beginning, containing 51.034 square feet or 1.172 acres more or less.

Being the same property conveyed to Car Wash King Dickerson, 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. 20080514-0049612, in the Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following encumbrances:

1) Subject to Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6342, page 570, Register's Office for Davidson County, Tennessee;
2) Subject to Easement Agreement of record in Instrument No. 20030820-0120513, as clarified in Instrument No. 20080227-0019146, Register's Office for Davidson County, Tennessee.

Improved property known as 3855 Dickerson Pike, 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 Dickerson, 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. 20080514-0049613, 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 DICKERSON, 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 Dickerson, 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 $ 500,000.00.

_____
Affiant

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

_____
Notary Public

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

My commission expires:_____

ESTOPPEL AFFIDAVIT

Affidavit of an Entity giving Deed in Lieu of Foreclosure:

STATE OF TENNESSEE)
) ss
COUNTY OF Davidson)

CAR WASH KING DICKERSON, 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, and being more particularly described as follows:

Beginning at an existing iron rod on the easterly right-of-way line of Dickerson Pike, 80 feet in width, at a corner common with the property conveyed to Tri Star Energy, LLC of record in Instrument Number 20010803-0083229 at the Register's Office for Davidson County, Tennessee;

Thence leaving Dickerson Pike with the southerly property line of Tri Star Energy, South 79 deg 15 min 00 sec East, 300.00 feet to an existing iron rod on the westerly property line of Gerald T. Fisher et ux, of record in Book 5893, page 506;

Thence first with the westerly line of Fisher, South 11 deg 02 min 38 sec West, 166.00 feet to an existing iron rod at a corner common with said Fisher;

Thence first with the northerly property line of Fisher then with the northerly property line of Vernon Ewing Johnson et ux, of record in Book 2586, page 372, North 79 deg 13 min 34 sec West 314.30 feet to an existing iron rod on the easterly right-of-way line of Dickerson Pike;

Thence with the easterly right-of-way line of Dickerson Pike with a curve to the right having a radius of 5689.58 feet, a curve length of 166.56 feet and a chord bearing and distance of North 15 deg 58 min 10 sec East, 166.56 feet to the point of beginning, containing 51.034 square feet or 1.172 acres more or less.

Being the same property conveyed to Car Wash King Dickerson, 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. 20080514-0049612, in the Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following encumbrances:

1) Subject to Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6342, page 570, Register's Office for Davidson County, Tennessee;
2) Subject to Easement Agreement of record in Instrument No. 20030820-0120513, as clarified in Instrument No. 20080227-0019146, Register's Office for Davidson County, Tennessee.

Improved property known as 3855 Dickerson Pike, Nashville, Davidson County, Tennessee 38018.

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 Dickerson, 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. 20080514-0049613, 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 DICKERSON, 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 Dickerson, 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

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