THIS INSTRUMENT PREPARED BY: Margaret R. Means, Attorney 320 Seven Springs Way, Suite 150 Brentwood, Tennessee 37027		
NAME & ADDRESS OF PROPERTY OWNER: Asset Bridge Capital, LLC 5911 South Fashion Blvd. #200 Salt Lake City, UT 84107	NAME & ADDRESS FOR TAX BILLS : James Lipscomb, Manager 2306 Benchmark Circle Salt lake City, UT 84109	MAP-PARCEL NUMBERS Map: 060-01-0 Parcel: 156.00

BILL GARRETT, Davidson County
Trans:T20140066942 DEEDWARR
Recvd: 09/09/14 09:36 5 pgs
Fees:28.00 Taxes:76.99
20140909-0082351

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Donald T. Nichols, a married man, as sole and separate owner,** hereinafter called Grantor, for $1.00 and the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto **Asset Bridge Capital, LLC, a Utah limited liability company**, whose tax mailing address is **5911 South Fashion Blvd., Suite 200, Salt Lake City, Utah 84107**, hereinafter called Grantee, and unto Grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Davidson County, Tennessee**, described as follows:

Land in Davidson County, Tennessee, being Lot No. 120 on the Plan of Golden Valley Estates, Section I, as of record in Book 4175, page 142, Register's Office for Davidson County, Tennessee.

BEGINNING on the southerly margin of Ewingwood Drive at the corner of Lots Nos. 120 and 121; thence with the line between said two lots southerly 79.5 feet to the corner of Lots Nos. 119 and 120; thence with the line between said two lots easterly 81.97 feet to the westerly margin of Ewingdale Drive; thence with the same northerly 73 feet to the beginning of a curve; thence around said curve having a radius of 25 feet, northwesterly 39.27 feet to the southerly margin of Ewingwood Drive; thence with the same westerly 63 feet to the beginning.

Being the same property conveyed to Donald T. Nichols, a married man, as sole and separate owner, by Warranty Deed of record in Instrument Number 20110222-0014408, Register's Office for Davidson County, Tennessee.

To have and to hold the same unto the said Grantee and Grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the Grantee and does not operate as a mortgage, deed of trust or security of any kind.

This Deed does not effect a merger of the fee ownership and the lien of the deed of trust described below. The fee and lien shall hereinafter remain separate and distinct. By acceptance and recording of this deed, Grantee covenants and agrees that it shall forever forebear taking any

action whatsoever to collect against Grantor on the obligations which are secured by the deed of trust (referred to herein as "deed of trust"), described below, other than by foreclosure of the deed of trust; and, that in any proceedings to foreclosure that deed of trust, Grantee shall not seek, obtain or permit a deficiency judgment against Grantor, his heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to Grantee.

Grantor does hereby assign and transfer to Grantee any equity of redemption and statutory rights of redemption concerning real property and the deed of trust described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misapprehension of Grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of Grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by Deed of Trust hereinafter described and agreement not to name Grantor as a party to a foreclosure action stated above with respect to that certain security instrument described as follows:

Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Donald T. Nichols, a married man, as sole and separate owner, to Charles Patrick Flynn, Trustee for the benefit of Florida West Homebuyers LLC., a limited liability company organized and existing under the laws of Florida, dated February 28, 2012 and recorded March 14, 2012, in Instrument Number 20120314-0021835, Register's Office for Davidson County, Tennessee.

Said Deed of Trust having been assigned by Assignment of Deed of Trust and Promissory Note from Florida West Homebuyers, LLC, a Florida limited liability company, to Asset Bridge Capital, LLC, a Utah limited liability company, dated August 28, 2013 and recorded September 16, 2013 in Instrument Number 20130916-0097097, Register's Office for Davidson County, Tennessee.

In construction this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

WITNESS the hand of said Grantor this 18th day of August, 2014.

Donald T. Nichols
DONALD T. NICHOLS

ACKNOWLEDGEMENT

STATE OF TN
COUNTY OF Bradley

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared **Donald T. Nichols**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this the 18 day of August, 2014.

Teresa Longwith
NOTARY PUBLIC
My Commission Expires: 5/18/15

TERESA LONGWITH STATE OF TENNESSEE NOTARY PUBLIC BRADLEY COUNTY

STATE OF TN
COUNTY OF Bradley

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $20,806.88.

Donald T. Nichols
AFFIANT

Subscribed and sworn to before me this 18 day of August, 2014.

Teresa Longwith
NOTARY PUBLIC
My Commission Expires: 5/18/15

TERESA LONGWITH STATE OF TENNESSEE NOTARY PUBLIC BRADLEY COUNTY

EXHIBIT "A"
ESTOPPEL AFFIDAVIT

STATE OF Tennessee
COUNTY OF Bradley

Donald T. Nichols, being first duly sworn, does depose and say: That he is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to **Asset Bridge Capital, LLC, a Utah limited liability company**, conveying the following described property, to-wit:

Land in Davidson County, Tennessee, being Lot No. 120 on the Plan of Golden Valley Estates, Section I, as of record in Book 4175, page 142, Register's Office for Davidson County, Tennessee.

BEGINNING on the southerly margin of Ewingwood Drive at the corner of Lots Nos. 120 and 121; thence with the line between said two lots southerly 79.5 feet to the corner of Lots Nos. 119 and 120; thence with the line between said two lots easterly 81.97 feet to the westerly margin of Ewingdale Drive; thence with the same northerly 73 feet to the beginning of a curve; thence around said curve having a radius of 25 feet, northwesterly 39.27 feet to the southerly margin of Ewingwood Drive; thence with the same westerly 63 feet to the beginning.

That the aforesaid Deed in Lieu of Foreclosure was intended to be and was an absolute conveyance of the title to said premises to **Asset Bridge Capital, LLC, a Utah limited liability company**, 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 in Lieu of Foreclosure to convey, and by said Deed in Lieu of Foreclosure, the affiant did convey to **Asset Bridge Capital, LLC, a Utah limited liability company**, therein all his right, title and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Asset Bridge Capital, LLC, a Utah limited liability company**.

That in the execution and delivery of said Deed in Lieu of Foreclosure, affiant is not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress.

The aforesaid Deed in Lieu of Foreclosure was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **Asset Bridge Capital, LLC, a Utah limited liability company**, who have interest, either directly or indirectly, in said premises; that the deponent is solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security whereby lien has been created or exists against the premises described in said Deed in Lieu of Foreclosure.

That the consideration for said Deed in Lieu of Foreclosure was and is payment to affiant of the sum of $1.00 by **Asset Bridge Capital, LLC, a Utah limited liability company**, agreement to forebear taking any action against affiant to collect on the obligations secured by the Deed of Trust described herein, other than by foreclosure of that Deed of Trust and to not seek, obtain or permit a deficiency judgment against affiant in such foreclosure action.

This affidavit is made for the protection and benefit of **Asset Bridge Capital, LLC, a Utah limited liability company**, its successors and assigns, and all other parties hereafter dealing with the same, 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.

We, the undersigned, understand that we had a right to obtain legal advice before signing the aforesaid deed. We have either done so or have elected to proceed without legal advice.

Dated: 8-18-14

Donald T. Nichols
DONALD T. NICHOLS

ACKNOWLEDGEMENT

STATE OF TN
COUNTY OF Bradley

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared **Donald T. Nichols**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this the 18 day of August, 2014.

Teresa Longwith
NOTARY PUBLIC
My Commission Expires: 5/18/15

TERESA LONGWITH
STATE OF TENNESSEE NOTARY PUBLIC
BRADLEY COUNTY