BILL GARRETT, Davidson County
Trans:T20150017836 DEEDQC
Recvd: 03/11/15 15:57 5 pgs
Fees:28.00 Taxes:4162.50

20150311-0021027

DEED

This Instrument Prepared By/To Be Returned To:
Robert L. Scruggs, Attorney at Law
2525 21st Avenue South, 2nd Floor
Nashville, Tennessee 37212

State of Tennessee)
County of Davidson)
Actual consideration or value, which is over, is grater, for this transfer is $1,125,000.00.

Affiant

Sworn to and subscribed before me, 11th March, 2015.

Notary Public
My Commission Expires: 10/18/2016

NANCY BOWEN NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SUMNER

DEED IN LIEU OF FORECLOSURE

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP & PARCEL:
Ashok Patel	Same	183-00-0-085.00
5704 Portsmouth Place		183-00-0-130.00
Brentwood, TN 37027		

The undersigned, **Antioch Petroleum Co., Inc.**, does hereby quitclaim and by these presents does transfer and convey all of its right, title and interest unto **Ashok Patel** in and to the following tract of land:

Land in Davidson County, Tennessee situated in the southeast quadrant of the intersection of Old Hickory Blvd. and Firestone Parkway, said tract being all of Lot 1, Interchange City Industrial Park, Section XIX, of record in Book 5050, Page 33, Register's Office for Davidson County, Tennessee ("RODC"), and part of the adjacent tract to the east and also being Lots 1 and 2 on the plat of the Marathon Petroleum Subdivision of record in Book 5200, page 576, RODC, and being more particularly described as follows:

Beginning at an iron pin located in the southerly margin of Firestone Parkway, 73.47 feet east of the centerline of Old Hickory Blvd.;
thence, with said margin of Firestone Parkway, S 85° 56' E, 601.53 feet to an iron pin;
thence, leaving said right of way, S 4° 04' W, 170.88 feet to an iron pin; thence, N 86° 7' W, 636.33 feet to a concrete monument in the easterly right of way of Old Hickory Blvd.;
thence, N 7° 41' E, 155.36 feet to an iron pin at the beginning of a curve;
thence, with a curve to the right, having a radius of 25.00 feet, an interior angle of 86° 23' 00", and a chord bearing a distance of N 50° 52' 30" E, 34.22 f eet, a distance of 37.69 feet to the point of beginning and containing 2.52 acres, more or less.

Being the same property conveyed to Antioch Petroleum, Co., Inc. by special warranty deed from Purvi Petroleum III, LLC, of record as Instrument No. 20050509-0051832, RODC.

This is improved property known as 900 and 920 Firestone Parkway, Antioch, TN 37013.

The conveyance herein by Grantor to Grantee is made in lieu of foreclosure by Ashok Patel of that certain Deed of Trust of record as Instrument No. 20080103-0000446, RODC, which deed of

The conveyance herein by Grantor to Grantee is made in lieu of foreclosure by Ashok Patel of that certain Deed of Trust of record as Instrument No. 20080103-0000446, RODC, which deed of trust was modified by amendment recorded as Instrument No. 20090522-0047187, RODC, transferred to Richland South, LLC by assignment recorded as Instrument No. 20130301-0020564, RODC, and transferred to Ashok Patel, a shareholder of Grantee, by assignment recorded as Instrument No. 20140505-0037895, RODC, and in full satisfaction of the obligations secured by said deed of trust, as so amended and assigned.

In Witness Whereof, the undersigned has hereunto set his hand on this the 9th day of March, 2015.

ANTIOCH PETROLEUM CO., INC.

By: _____
Arup Kumar Ganguly, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public of said County and State, personally appeared **ARUP KUMAR GANGULY**, 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 **ANTIOCH PETROLEUM CO., INC.**, the within named bargainor, a Tennessee corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 9th day of March, 2015.

Commission Expires:
5-3-2016

_____
Notary Public

DAWN E. WRIGHT
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

DEED IN LIEU OF FORECLOSURE AFFIDAVIT AND ESTOPPEL CERTIFICATE

STATE of TENNESSEE)
COUNTY of DAVIDSON)

The undersigned, Arup Kumar Ganguly, being duly sworn, deposes and says:**1.** That, as President of Antioch Petroleum Co., Inc. ("Grantor"), I made, executed, and delivered that certain Deed in Lieu of Foreclosure (the "Deed") to Ashok Patel ("Grantee") dated the 9th day of March, 2015, conveying the following described property, known as 900 and 920 Firestone Parkway, Antioch, TN 37013, more particularly described as follows:

Land in Davidson County, Tennessee situated in the southeast quadrant of the intersection of Old Hickory Blvd. and Firestone Parkway, said tract being all of Lot 1, Interchange City Industrial Park, Section XIX, of record in Book 5050, Page 33, Register's Office for Davidson County, Tennessee ("RODC"), and part of the adjacent tract to the east and also being Lots 1 and 2 on the plat of the Marathon Petroleum Subdivision of record in Book 5200, page 576, RODC, and being more particularly described as follows:

Beginning at an iron pin located in the southerly margin of Firestone Parkway, 73.47 feet east of the centerline of Old Hickory Blvd.;
thence, with said margin of Firestone Parkway, S 85° 56' E, 601.53 feet to an iron pin;
thence, leaving said right of way, S 4° 04' W, 170.88 feet to an iron pin; thence, N 86° 7' W, 636.33 feet to a concrete monument in the easterly right of way of Old Hickory Blvd.;
thence, N 7° 41' E, 155.36 feet to an iron pin at the beginning of a curve;
thence, with a curve to the right, having a radius of 25.00 feet, an interior angle of 86° 23' 00", and a chord bearing a distance of N 50° 52' 30" E, 34.22 feet, a distance of 37.69 feet to the point of beginning and containing 2.52 acres, more or less.

Being the same property conveyed to Antioch Petroleum, Co., Inc. by special warranty deed from Purvi Petroleum III, LLC, of record as Instrument No. 20050509-0051832, RODC.

2. That I am offering this Affidavit for and on behalf of the Grantor.
3. That the Deed is intended to be and is an absolute conveyance of the title to the Premises to the Grantee, and it was not and is not intended as a mortgage, trust conveyance, or security device of any kind; that it is the intention of the Grantor that the Deed unconditionally and absolutely convey to the Grantee all of the Grantor's right, title, and interest in and to the Premises; that the Grantor has no right, option or obligation to redeem the Premises or to acquire, reacquire or repurchase any portion of the Premises or any rights or interests with respect thereto.

4. At no time within [365] days of the date hereof has any work, service or labor been performed, or any fixture apparatus or material been furnished, in connection with, or to, the Premises, except as have been fully and completely paid for. There is no claim or indebtedness to/by anyone for any labor, fixture, apparatus, materials, services, or work performed upon, or in connection with, the Premises. There is no mechanic's lien claim against the Premises, whether of record or otherwise.
5. That there are no other agreements, written or otherwise, between the Grantor and Grantee, relating to the Premises or the Deed, other than that certain agreement entered into by and between Grantor, Grantee, Hrilina Mukerji and Antioch Petroleum Co., Inc., and the undersigned dated the 9th day of March, 2015 (the "Agreement") and the Lease Agreement.
6. That the Deed was not given as a fraudulent transfer or preference against any other creditors of the Grantor; that at the time it was given, obligations to any parties interested, either directly or indirectly in the Premises, were being satisfied, as outlined in the Agreement; that the Grantor is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that the Grantor is not obligated upon any debt or other mortgage whereby any lien has been created or exists against the Premises, except as set forth on the current title commitment for the Premises.
7. That in the execution and delivery of the Deed the Grantor fully understands the effects thereof, and acted freely and voluntarily, and was not acting under coercion, duress or undue influence.
8. That the consideration for the Deed was and is the full and unconditional release and cancellation of all debts, liabilities, obligations, costs, and charges owed by the undersigned, and all guarantors, if any, and secured by that certain Deed of Trust of record as Instrument No. 20080103-0000446, RODC, which deed of trust was modified by amendment recorded as Instrument No. 20090522-0047187, RODC, transferred to Richland South, LLC by assignment recorded as Instrument No. 20130301-0020564, RODC, and transferred to Ashok Patel, a shareholder of Grantee, by assignment recorded as Instrument No. 20140505-0037895, RODC, and in full satisfaction of the obligations secured by said deed of trust, as so amended and assigned; and that at the time of the making the Deed, the outstanding debt owed by the Grantor to the Grantee equaled or exceeded the fair market value of the Premises.
9. That this Affidavit and Estoppel Certificate is made for the protection and benefit of Stewart Title Guaranty Company and the Grantee, its successors and assigns, with knowledge and intention that they will rely hereon.
10. That the undersigned will testify, declare, depose, and 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.
11. That the undersigned has executed this Affidavit and Estoppel Certificate as an individual, and if Grantor is an entity, also for and on behalf of said Grantor pursuant to the appropriate authorization of said Grantor.

Dated this 9th day of March, 2015.

Antioch Petroleum, Inc.

Arup Kumar Ganguly, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Arup Kumar Ganguly**, 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 **ANTIOCH PETROLEUM CO., INC.**, the within named bargainor, a Tennessee corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and official seal this the 9th day of March, 2015.

Commission Expires:
5-3-2016

Notary Public

DAWN E. WRIGHT
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF DAVIDSON