BILL GARRETT, Davidson County
Trans:T20150104028 DEEDWARR
Recvd: 12/09/15 11:29 5 pgs
Fees:28.00 Taxes:7548.00
20151209-0124027

This instrument prepared by and after recording return to:

Ronald G. Steen, Jr., Esq.
Thompson Burton PLLC
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067

DEED IN LIEU OF FORECLOSURE

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Parcel Number:
c/o SunTrust Bank, Personal Representative for the Estate of Charles L. Blackwell P.O. Box 305110 Mail Code TN-NA-6450 Nashville, TN 37230-5110 Attn: Barbara Bechtold	c/o SunTrust Bank, Personal Representative for the Estate of Charles L. Blackwell P.O. Box 305110 Mail Code TN-NA-6450 Nashville, TN 37230-5110 Attn: Barbara Bechtold	All of: 149-00-0-310.00

THIS DEED IN LIEU OF FORECLOSURE (this "Deed") is made this 2nd day of December, 2015, by and between **COMMERCIAL LAMINATIONS, INC.**, a Tennessee corporation ("Grantor"), and **SUNTRUST BANK, as Personal Representative of the Estate of Charles L. Blackwell** ("Grantee"). Throughout this Deed, the terms "Grantor" and "Grantee" shall include their respective heirs, executors, administrators, legal and personal representatives, successors and assigns where the context requires or permits.

BACKGROUND:

A. Grantor is validly and justly indebted to Grantee ("Value"), as evidenced by that certain promissory note in the original principal amount of $850,000.00, as further amended, restated, and consolidated from time to time (the "Note"), which Note is secured by, inter alia, *Deed of Trust* dated November 6, 1991, recorded in Book 8481, Register's Office for Davidson County, Tennessee (the "Register's Office"), as amended by *Amendment to Deed of Trust and Substitution of Trustee of Record* of record as Instrument No. 20141031-0100892, said Register's Office (collectively, the "Deed of Trust"), conveyed to Richard Manson, Trustee;

B. The Grantor is in default under the term terms of the Note by virtue of failure to pay the indebtedness evidenced by the Note; and

C. Grantor has agreed to convey the Property (as hereinafter defined) to Grantee, such designee being directed by Value, in lieu of foreclosure.

CONVEYANCE:

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, Grantor herein this day has bargained and sold, and does hereby transfer and convey, unto Grantee, the following described real property (the "Property"), to wit:

TRACT I

Being a parcel of land lying in Davidson County, Tennessee, and being bounded on the north by Charles Turner; on the East by Murfreesboro Road; on the South and West by Hickory Highlands, P.U.D. Tract 10 and being more particularly described according to a boundary survey by Morrow & Associates, Inc., dated August 19, 1987, revised January 25, 1988, and revised March 27, 1989, as follows:

Beginning at a point in the west right of way line of Murfreesboro Road, said point being a corner common with Charles Turner; said point being located southeasterly 1950 feet, more or less, from the intersection of the south right of way line of Bell Road and the west right of way line of Murfreesboro Road;

Thence with the west right of way line of Murfreesboro Road, South 45 Deg. 47 min. 55 sec. East, 388.34 feet to a point, a corner common with Hickory Highlands, P.U.D. Tract 10 in the west right of way line of Murfreesboro Road;

Thence with Hickory Highlands, P.U.D. Tract 10, the following bearings and distances:

Thence South 43 deg 12 min 05 sec West, 424.00 feet to a point;
Thence South 32 deg 23 min 40 sec West, 80.00 feet to a point;
Thence South 43 deg 12 min 05 sec West, 135.42 feet to a point;
Thence South 01 deg 47 min 55 sec East, 197.33 feet to a point;
Thence South 70 deg 56 min 17 sec West, 147.99 feet to a point
Thence North 19 deg 03 min 43 sec West, 470.39 feet to a point, a corner common with Hickory Highlands, P.U.D. Tract 10 in the south line of Charles Turner;

Thence with Charles Turner, North 38 deg 25 min 19 sec East, 692.00 feet to the point of beginning, containing 304,920 square feet, (7.00 acres, more or less).

Being the same property conveyed to Commercial Laminations, Inc., a Tennessee corporation, by Special Warranty Deed of record in Book 8468, Page 749, in the Register's Office of Davidson County, Tennessee.

Together with the access easement appurtenant to said land established by the Joint Access Easement Agreement of record in Book 7465, Page 746, as amended by the Easement Modification Agreement of record in Book 10342, Page 732, said Register's Office.

Together with the open space easement appurtenant to said land established by the deed of record in Book 7465, Page 739, as amended by the Easement Modification Agreements of record in Book, 7666, Page 151, and Book 10342, Page 736, said Register's Office.

The street address of the Property is believed to be 2801 Murfreesboro Pike, Antioch, TN 37013, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

Grantee shall hereby HAVE AND HOLD the Property, together with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee in FEE SIMPLE subject on to those matters set forth on **Exhibit "A"** hereto (the "Permitted Encumbrances").

This conveyance is made by Grantor to Grantee in lieu of foreclosure of the Deed of Trust.

It is the intent and express desire of the parties hereto that this instrument constitutes a general warranty deed given in lieu of foreclosure of the Deed of Trust. Grantor hereby acknowledges that this is a voluntary conveyance without any duress or coercion, entered into with the advice of counsel.

Grantor further covenants and binds itself, its heirs and assigns, to warrant and forever defend the title to said Property to said Grantee, its heirs and assigns, against all persons claiming under Grantor.

IN WITNESS WHEREOF, this Deed in Lieu of Foreclosure is executed on the date first written above.

GRANTOR:

COMMERCIAL LAMINATIONS, INC., a Tennessee corporation,

By: Joe Nunley (SEAL)
Name: Joe Nunley
Its: President

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of December, 2015, personally appeared Joe Nunley, as President of COMMERCIAL LAMINATIONS, INC., a Tennessee corporation, and acknowledged the execution of this Deed in Lieu of Foreclosure.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

RICHARD HAYES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Richard Hayes
Notary Public
My Commission Expires: _____

My Commission Expires August 23, 2016

AFFIDAVIT OF VALUE

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

I, Barbara Bechtold, vice-president of SunTrust Bank, SunTrust Bank as Personal Representative of the Estate of Charles L. Blackwell, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the property or interest in property transferred, whichever is greater, is $2,040,000.00.

Subscribed and sworn to before me this 1st day of December, 2015.

SunTrust Bank, Executor
By: B — Bechtold, SVP TEA
Name: Barbara Bechtold, Vice-President
SunTrust Bank, Personal Representative of
The Estate of Charles L. Blackwell

Marcia P. Bouchillon
Notary Public

MARCIA P. BOUCHILLON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 09/10/2018

EXHIBIT "A"

Permitted Exceptions

1. Ad valorem real property taxes for the year 2015 and beyond, a lien not yet due and payable.

2. Matters that would be shown on an updated Survey of the Property.