This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Miller & Martin PLLC
1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 08/29/05 16:12 6 pgs
Fees:33.00 Taxes:7400.00
20050829-0103497

Address New Owner(s):	Send Tax Bills to	Tax Information:
Crestbrook Meadows Realty Co, LLC 81 Pond Field Rd #334 Bronxville, NY 10708	New Owner	Map: 034-13-0-A Parcels: 001-054

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, CRESTBROOK PARTNERS, a Tennessee general partnership, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to CRESTBROOK MEADOWS REALTY CO., LLC, ("Grantee"), its successors, heirs and assigns, all those tracts or parcels of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

AND Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "B" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 23rd day of August, 2005.

CRESTBROOK PARTNERS

By: T.dwell
Mike S. Tidwell, General Partner

By: Dare Tidwell Bagwell
Dare Tidwell Bagwell, General Partner

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Jack F. King Jr, a Notary Public in and for said County and State, the within named Mike S. Tidwell, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a partner of Crestbrook Partners, the within named bargainor, a partnership, and that he as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

WITNESS my hand and official seal at office, this 23rd day of August 2005.

JACK F. KING JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public
My commission expires: 5/24/2008

My Commission Expires MAY 24, 2008

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Jack F. King Jr, a Notary Public in and for said County and State, the within named Dare Tidwell Bagwell, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged herself to be a partner of Crestbrook Partners, the within named bargainor, a partnership, and that she as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by herself as partner.

WITNESS my hand and official seal at office, this 23rd day of August 2005.

JACK F. KING NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public
My commission expires: 5/24/2008

My Commission Expires MAY 24, 2008

STATE OF TENNESSEE)

COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $2,000,000.

Affiant

Subscribed and sworn to before me,
this 23rd day of August, 2005.

Notary Public

My Commission Expires: 5/24/2008

JACK F. KING, JR.
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 24, 2008

2351452_1.DOC

PROPERTY DESCRIPTION

TRACT I:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNITS NO. 217 AURORA DRIVE, 219 AURORA DRIVE, 221 AURORA DRIVE, 223 AURORA DRIVE, 225 AURORA DRIVE, 227 AURORA DRIVE, 229 AURORA DRIVE, 231 AURORA DRIVE, 233 AURORA DRIVE, 235 AURORA DRIVE, 237A AURORA DRIVE, 237B AURORA DRIVE, 239A AURORA DRIVE, 239B AURORA DRIVE, 239C AURORA DRIVE, 239D AURORA DRIVE, 204 DINWIDDIE DRIVE, 206 DINWIDDIE DRIVE, 208 DINWIDDIE DRIVE, 210 DINWIDDIE DRIVE, 216 DINWIDDIE DRIVE, 218 DINWIDDIE DRIVE, 300 MCMURTRY COURT, 302 MCMURTRY COURT, 304 MCMURTRY COURT, 306 MCMURTRY COURT, 308 MCMURTRY COURT, 310 MCMURTRY COURT, 312 MCMURTRY COURT, 314 MCMURTRY COURT, 316 MCMURTRY COURT, 318 MCMURTRY COURT, 320 MCMURTRY COURT AND 322 MCMURTRY COURT, OF CRESTBROOK MEADOWS TOWNHOMES, PHASE ONE, CREATED UNDER TITLE 66, CHAPTER 27, SECTIONS 101 ET SEQ., AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED OF RECORD IN BOOK 6403, PAGE 205, AS AMENDED IN BOOK 6643, PAGE 1, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID MASTER DEED, AS AMENDED. REFERENCE IS HEREBY MADE TO THE PLAT OF CRESTBROOK MEADOWS TOWNHOMES, PHASE ONE, OF RECORD IN BOOK 6403, PAGE 262, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SUCH UNITS.

TRACT II:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNITS NO. 205 DINWIDDIE DRIVE, 207 DINWIDDIE DRIVE, 209 DINWIDDIE DRIVE, 211 DINWIDDIE DRIVE, 213 DINWIDDIE DRIVE, 215 DINWIDDIE DRIVE, 217 DINWIDDIE DRIVE, 219 DINWIDDIE DRIVE, 221 DINWIDDIE DRIVE, 223 DINWIDDIE DRIVE, 225 DINWIDDIE DRIVE, 227 DINWIDDIE DRIVE, 229 DINWIDDIE DRIVE, 231 DINWIDDIE DRIVE, 233 DINWIDDIE DRIVE, 235 DINWIDDIE DRIVE, 237 DINWIDDIE DRIVE, 239 DINWIDDIE DRIVE, 241 DINWIDDIE DRIVE, AND 243 DINWIDDIE DRIVE, OF CRESTBROOK MEADOWS TOWNHOMES, PHASE TWO, CREATED UNDER TITLE 66, CHAPTER 27, SECTIONS 101 ET SEQ., AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED OF RECORD IN BOOK 6403, PAGE 205, AS AMENDED TO CREATE PHASE TWO OF THE HORIZONTAL PROPERTY REGIME, IN BOOK 6643, PAGE 1, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID MASTER DEED, AS AMENDED. REFERENCE IS HEREBY MADE TO THE PLAT OF CRESTBROOK MEADOWS TOWNHOMES, PHASE TWO, OF RECORD IN BOOK 6643, PAGE 15, AS EXHIBIT TO MASTER DEED AS AMENDED, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SUCH UNITS.

EXHIBIT A

BEING THE SAME PROPERTY CONVEYED TO CRESTBROOK PARTNERS, A TENNESSEE GENERAL PARTNERSHIP, COMPOSED OF CLAYTON W. TIDWELL AND JAMES B. HARDY BY QUITCLAIM DEED OF RECORD IN BOOK 9203, PAGE 158, RE-RECORDED IN BOOK 9210, PAGE 643, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT A

PERMITTED EXCEPTIONS

1. Taxes for 2005 a lien not yet due and payable.

2. All matters as shown on the plats of record in Plat Book 547, page 89 and 90, Plat Book 5200, page 643, Plat Book 6050, page 64, Plat Book 6403, page 262, and Plat Book 6643, page 25, Register's Office for Davidson County, Tennessee.

3. By-Laws for the Crestbrook Meadows Townhomes and Crestbrook Meadows Homeowners Association, Inc. of record in Book 6403, page 245, as amended in Book 6643, page 8, Register's Office for Davidson County, Tennessee; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easement now or hereafter established over, through or upon the land embracing the regime and building thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Crestbrook Meadows Townhomes of record in Book 6403, page 205, as amended in Book 6643, page 1, Register's Office for Davidson County, Tennessee.

EXHIBIT B