This instrument prepared by

Overland Title Company, LLC
5121 Maryland Way, Suite 200
Brentwood, TN 37027

STATE OF TENNESSEE
COUNTY OF Williamson

The actual consideration or value, whichever is greater, is $ 262,000.00

Affiant

Subscribed and sworn to before me this 9 day of November 2006

Notary Public

My Commission Expires: 11-14-2006

Davidson County DEEDWARR
Recvd: 11/14/06 10:45 2 pg
Fees:13.00 Taxes:969.40
20061114-0141187

CANDACE Y. BURNETTE NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENNESSEE EXPIRES 11-14-06

| Address New Owner | Send Tax Bills to: | Map & Parcel |
|---|---|---|
| Newmark Homes, L.P.<br>325 Seaboard Ln., Ste. 100<br>Franklin, TN 37067 | Same as New Owner | 171-4-C<br>Parcels 23, 24, 25, and 26 CO |

**SPECIAL WARRANTY DEED**

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Mayfair Development Group, LLC,** a Tennessee Limited Liability Company, hereinafter called the Grantor, has bargained and sold, and by these presents does hereby transfer and convey unto **Newmark Homes, L.P.,** a Texas Limited Partnership, hereinafter called the Grantee, its successors and assigns, a certain tract of land in **Davidson** County, Tennessee, described as follows:

Being Lot Nos. **23, 24, 25**, and **26,** as set forth in the Master Deed and Bylaws for Barrington Place, a Horizontal Property Regime With Private Elements, of record in Instrument 20050914-0110701 and corrected in Instrument 20051025-0128696, P.U.D. Boundary Survey of record in Instrument 20050404-0036360, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more particular description of said property. Said Plan prepared by Anderson, Delk, Epps & Associates, Inc., R.L.S. No. 1660, 618 Grassmere Park Dr., Suite 4, Nashville, Tennessee 37211.

Being part of the same property conveyed to Mayfair Development Group, LLC, a Tennessee limited liability company by Warranty Deed from Harry J. Adams,

Jr., and wife, Marilyn D. Adams, of record in Instrument 20040920-0112515, and by Warranty Deed from Sarah A. Dunn of record in Instrument 20040920-0112516, and by Warranty Deed from John Moore and Amy Cross Nance, Trustees under the John Moore and Sue Moore Living Trust Agreement dated February 9, 2004, in Instrument 20040920-0112517, Register's Office for Davidson County, Tennessee.

This conveyance is subject to (i) real property taxes and assessments (general, special or other) that are a lien but not yet delinquent; (ii) all matters set forth in the Master Deed and Bylaws of record in Instrument 20050914-0110701 and re-recorded in Instrument 20051025-0128696; and (iii) any matters shown on the P.U.D. Boundary Survey of record in Instrument 20050404-0036360, Register's Office for Davidson County, TN. This is unimproved property known as 1008 (Lot 23), 1010 (Lot 24), 1012 (Lot 25) and 1014 (Lot 26), Grove Court, Brentwood, TN 37027.

TO HAVE AND TO HOLD said tract of land, with the appurtenances, estate, title and interest thereto belonging to said Grantees, their heirs and assigns, forever.

Grantor does hereby covenant with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said Grantees, their heirs and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

WITNESS my hand this 9th day of November 2006.

Mayfair Development Group, LLC

By: James R Carlen
Chief Manager

STATE OF TENNESSEE
COUNTY OF _____

Before me, Kimberly R Dykes of the state and county mentioned, personally appeared James R Carlen with whom I am personally acquainted, and who, upon oath, acknowledged such person to be the Chief Manager of Mayfair Development Group, LLC, the within named bargainor, a limited liability company, and that as such Chief Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by personally signing the name of Mayfair Development Group, LLC, as such Chief Manager.

Witness my hand, at office, on this 9th day of November 2006.

KIMBERLY R. DYKES NOTARY PUBLIC WILLIAMSON CO., TENN. LARGE

Notary Public

My Commission Expires:

May 19, 2007