Davidson County DEEDWARR
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Fees:33.00 Taxes:1110.00
20071210-0142525

SPECIAL WARRANTY DEED

FROM: FIFTH THIRD BANK, N.A., Grantor

TO: GREYSTONE PROPERTIES, LLC, Grantee

This instrument was prepared by:
Madison L. Martin, Esq.
STITES & HARBISON PLLC
401 Commerce St., Suite 800
Nashville, Tennessee 37219

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Numbers
Greystone Properties, LLC 508 Mansion Drive Brentwood, TN 37027	Same	173-9B-94CO (Lot #303) 173-9B-95CO (Lot #304) 173-9B-99CO (Lot #308) 173-9B-55CO (Lot #200) 173-9B-62CO (Lot #224) 173-9B-60CO (Lot #222) 173-9B-73CO (Lot #280) 173-9B-84CO (Lot #291) 173-9B-83CO (Lot #290) 173-9B-82CO (Lot #289)

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me this the 4TH day of December 2007.

Notary Public
My Commission Expires: 9-16-09

BARBARA S. HOOVER
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

13252N:070692:755426:1:NASHVILLE
11/28/07

FOR AND IN CONSIDERATION OF good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FIFTH THIRD BANK, N.A. ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto GREYSTONE PROPERTIES, LLC ("Grantee"), its successors and assigns, ten (10) certain parcels of land in Davidson County, State of Tennessee, more particularly described as follows (collectively, the "Property"):

LOT 303

Land in Davidson County, Tennessee, being Lot 303, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

LOT 304

Land in Davidson County, Tennessee, being Lot 304, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

LOT 308

Land in Davidson County, Tennessee, being Lot 308, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

LOT 200

Land in Davidson County, Tennessee, being Lot 200, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20050120-0007315, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

LOT 224

Land in Davidson County, Tennessee, being Lot 224, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

LOT 222

Land in Davidson County, Tennessee, being Lot 222, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

LOT 280

Land in Davidson County, Tennessee, being Lot 280, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

LOT 291

Land in Davidson County, Tennessee, being Lot 291, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

LOT 290

Land in Davidson County, Tennessee, being Lot 290, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

LOT 289

Land in Davidson County, Tennessee, being Lot 289, as shown on the map entitled Plan of Barnes Cove, Section Two, of record Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

The Property is unimproved property.

Being that same Property conveyed to FIFTH THIRD BANK, N.A., by those certain five Successor Trustee's Deeds, of record as Instrument Number 20071025-0126020 (Lots 303, 304, and 308), Instrument No. 20071025-0126018 (Lot 200), Instrument No. 20071025-0126021 (Lots 222 and 224), Instrument No. 20071025-0126023 (Lot No. 280), and Instrument No. 20071025-0126022 (Lots 289, 290, and 291), said Register's Office (collectively, the "Successor Trustee Deeds").

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever, free of such rights or other exemptions as provided in, but only to the extent provided in, each of the Successor Trustee Deeds.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

Notwithstanding anything herein to the contrary, and except for anyone claiming through Grantor, this conveyance is subject to any easements, restrictions, liens, taxes, claims, rights or other interests or other matters that currently affect title to the Property, including without limitation any items set forth on *Exhibit A* attached hereto and incorporated herein by this reference.

Grantee hereunder accepts title to the Property and any improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Grantor as to any matter whatsoever except as set forth herein, and by accepting this Deed, Grantee represents and warrants that it has conducted its own due diligence with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by except as set forth herein. Without limiting the foregoing, GRANTOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, GRANTOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property

subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards.

Witness my hand this 4TH day of December, 2007.

GRANTOR:

FIFTH THIRD BANK, N.A.

By _____
Brady M. Gardner, Assistant Vice President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Barbara S Hoover, a Notary Public of said County and State, personally appeared BRADY M. GARDNER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Assistant Vice President (or other officer authorized to execute the instrument) of FIFTH THIRD BANK, N.A., the within-named bargainor, a national banking association, and that he as such Assistant Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of FIFTH THIRD BANK, N.A., by himself as Assistant Vice President

Witness my hand and seal, at Office in Franklin, this 4 day of December, 2007.

BARBARA S. HOOVER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

_____
Notary Public
My Commission Expires: 9-16-09

EXHIBIT A

1. Any and all unpaid real and personalty taxes, plus penalty and interest, if any.

2. Any mechanics' and materialmen's liens, filed or unfiled.

3. Title to that portion of the Property lying within the bounds of any roads, streets, or highways.

4. Such easements, building lines, recorded plans and restrictions as may be applicable.

5. Any rights of redemption or otherwise held by the Internal Revenue Service as provided for in 26 U.S.C. Sub. Sec. 7425(d)(1) and/or any rights of redemption or otherwise held by the State of Tennessee as provided for in T.C.A. Sec. 67-1-1433(c)(1).

6. Rights or claims of parties in possession.

7. Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

8. Any and all deeds of trust and/or fixture filings which take priority over the respective Deeds of Trust (as defined in each of the Successor Trustee Deeds).

9. Subject to the liens for any unpaid assessments and/or special assessments.

10. Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the respective Deeds of Trust (as defined in each of the Successor Trustee Deeds).