Prepared by:
Paul C. Webb, Esq.
Quilling Selander Cummiskey & Lownds, PC
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
File No. 3389.0084

After recording return to:
First American Title Insurance Company
National Commercial Services
401 East Pratt Street, Suite 323
Baltimore, MD 21202
Attn: Thomas R. Barth

Davidson County DEEDWARR
Recvd: 06/02/08 11:27 6 pgs
Fees:33.00 Taxes:27010.00
20080602-0055718

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DAVIDSON §

WELLS FARGO BANK, NA, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3 ("**Grantor**"), whose mailing address is CWCapital Asset Management LLC, 701 Thirteenth Street, NW, Suite 1000, Washington, D.C. 20005, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto **ALTAMONT POINTE APARTMENTS, LLC**, a Tennessee limited liability company ("**Grantee**"), whose mailing address is c/o Marshall Property Management, LLC, 307 South Main Street, Goodlettsville, Tennessee 37072, the following described property, BEING the same property described in and conveyed to the Grantor herein by Substitute Trustee's Deed recorded on January 17, 2007, as Instrument No. 20070117-0007022, in the Registrar's Office for Davidson County, Tennessee:

(i) That certain real property in Davidson County, Tennessee, which is described on **Exhibits A** attached hereto and incorporated herein by reference (the "**Land**"),
Tax Map & Parcel #10600007200;

(ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**"); and

(iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land

abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "**Appurtenances**").

The Land, Improvements and Appurtenances are collectively referred to herein as the "**Property**".

TO HAVE AND TO HOLD the property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to, the proper use, benefit and behoove of Grantee, subject only to those matters set forth in **Exhibit B** attached hereto and by this reference incorporated herein, forever in **FEE SIMPLE**.

AND Grantor will only warranty and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor only, but no others.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR, OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS; AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

[SIGNATURE PAGE FOLLOWS]

EXECUTED AND DELIVERED the 30th day of May, 2008.

GRANTOR:

WELLS FARGO BANK, NA, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3

By: CWCapital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Michael Greenblatt, Vice President

DISTRICT OF COLUMBIA §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Michael Greenblatt, the Vice President of CWCapital Asset Management LLC, the Special Servicer to **WELLS FARGO BANK, NA**, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 2008.

Sandra G. Battle
Notary Public, District of Columbia

SANDRA G. BATTLE NOTARY PUBLIC DISTRICT OF COLUMBIA

Sandra G. Battle
Notary Public, District of Columbia
My Commission Expires 7/31/2011

Mail Tax Bills To:
Altamont Pointe Apartments, LLC
c/o Marshall PropertyManagement, LLC
307 South Main Street
Goodlettsville, Tennessee 37072

Exhibit A
Legal Description

Land in the 3rd Civil District of Davidson County, Tennessee being shown on a survey prepared by Philip B. Taylor of The Schneider Corporation dated April 7, 2008 with Job Number 7103.001 being more particularly described as follows:

Beginning at a point in the north right-of-way of Murfreesboro Road or U.S. Highway No. 41 on a non tangent curve having a radius of 1879.90 feet marked by a 1/2 inch rebar, said point being Pamela and Donald Hagan's southwest corner; thence northwesterly with the right-of-way of said road along said curve an arc distance of 235.64 feet to a point which bears South 37 degrees 56 minutes 38 seconds West from said radius point; thence with said right-of-way North 52 degrees 13 minutes 00 seconds West a distance of 268.54 feet to a 1/2 inch rebar; thence North 34 degrees 57 minutes 14 seconds East a distance of 264.95 feet to a 1/2 inch rebar; thence North 49 degrees 19 minutes 09 seconds West a distance of 265.52 feet to a 5/8 inch rebar in the easterly line of Welcome Hospitality Group, Inc.; thence with Welcome Hospitality Group, Inc.'s line North 17 degrees 55 minutes 26 seconds East a distance of 433.72 feet to a 3/4 inch rebar at the southeast corner of McQuiddy Printing Company; thence with McQuiddy's line North 17 degrees 32 minutes 44 seconds East a distance of 205.91 feet to a piece of 5/8 inch steel; thence along McQuiddy's south line South 70 degrees 41 minutes 05 seconds East a distance of 675.43 feet to a point in Viola Hagan's west line marked by a wooden fence post; thence with Viola Hagan's west line the following three courses: 1) South 04 degrees 08 minutes 01 seconds West a distance of 424.65 feet to a 3/4 inch rebar, 2) South 25 degrees 52 minutes 39 seconds West a distance of 300.30 feet to a 1/2 inch rebar, 3) South 07 degrees 00 minutes 20 seconds West a distance of 189.94 feet to a 1/2 inch rebar at a point in Pamela and Donald Hagan's line; thence with Pamela and Donald Hagan's line the following 2 courses: 1) North 81 degrees 25 minutes 23 seconds West a distance of 152.76 feet to a 1/2 inch rebar, 2) South 10 degrees 49 minutes 19 seconds West a distance of 217.63 feet to the point of beginning, containing 15.98 acres, more or less.

Being the same property conveyed to Wells Fargo Bank N.A., as Trustee, as of record in Instrument No.20070117-0007022, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

First American Title Insurance Company: Commitment GF No. NCS-241145-MD61

1. Taxes and assessments for the year 2008 are not yet due and payable. (Map & Parcel #106-72.00 – 2007 County Taxes paid for $1182,598.56; Personal Property #126464 – 2007 County Taxes paid for $675.36).

2. All of the terms and provisions set forth and contained in that certain Lease between EBA Associates, a Tennessee general partnership, Lessor, and Powertel/Memphis, Inc., Lessee, a memorandum of which is recorded in Book 10890, page 921, Register's Office for Davidson County, Tennessee, as shown on survey.

3. All terms and provisions set forth and contained in that certain Lease between EBA Associates, a Tennessee general partnership, Lessor, and Executive House Apartments, Lessee, a memorandum of which is recorded in Instrument No. 20000914-0091596, Register's Office for Davidson County, Tennessee.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4040, page 968 in the Registrar's Office, Davidson, Tennessee, as shown on survey.

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4520, page 797 in the Register's Office, Davidson County, Tennessee, as shown on survey.

6. Rights of tenants under unrecorded leases.

TRANSFER TAX AFFIDAVIT

DISTRICT OF COLUMBIA § **KNOW ALL PERSONS BY THESE PRESENTS:**

I 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 transferred, whichever is greater, is **Seven Million Three Hundred Thousand and NO/100 Dollars ($7,300,000.00)**, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

GRANTOR:

WELLS FARGO BANK, NA, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3

By: CWCapital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Michael Greenblatt, Vice President

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of May, 2008.

_____
Notary Public, District of Columbia

Ellen P. Klatt
Notary Public, District of Columbia
My Commission Expires 7/31/2011

ELLEN P. KLATT NOTARY PUBLIC DISTRICT OF COLUMBIA