Davidson County DEEDWARR
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20080806-0081213

This document prepared by
Title2Land, LLC
11851 Wentling Ave, Suite A
Baton Rouge, LA 70816

SPECIAL WARRANTY DEED

This Deed, made the 23rd of July, 2008, by and between **Homesales Inc.**, as first party, and **H&S Development, a California Partnership**, as second party.

WITNESSETH:

That for and in consideration of the sum of **ONE and 00/100 ($1.00) DOLLAR,** the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirms unto said party of the second part the following described real estate, situated and being the following described property to-wit:

Land in Davidson County Tennessee, being part of Lots 75 and 76 in J.M., T.J. and G.W. Harding's Plan of Lots as of record in Book 21, Page 80 Register's Office for Davidson County, Tennessee.

Beginning with the Westerly Margin of 18th Ave. North, Formerly Salem Street, 60 Feet Northerly from the Northerly 30 feet, 10 inches; thence Westerly 105.4 feet more or less, to a point on the line between Lots 67; and 77.90 feet Northerly from the Northerly margin of Formaso Street; thence with said line, Southerly 30 feet to a point 60 feet Northerly from the Northerly margin of said Street; thence Easterly 110 feet more or less, to the beginning.

Being the same property acquired by Trustee's Deed from Trina Thompson to Homesales, Inc. dated March 5, 2008 and recorded March 14, 2008 as Instrument No. 20080314-0026204, of the official records of Davidson County, Tennessee.

Commonly known as: 1615 Drive Dr. DB Todd, Jr. Boulevard, Nashville, Tennessee 37208. Tax Parcel No: 081150-12100

Address was supplied at the request of the proposed insured for information purposes only and is not a covered matter.

Seller and buyer agree and stipulate that the property, including the improvements located thereon, shall be sold in its "as is" condition, without any representations or warranties, express or implied, including but not with limitation, as to: (a) workmanship, structure, stability and quality of the improvements; (b) the water tightness of the improvements, including without limitation roofs, walls, doors, and windows; (c) the status, stability, and quality of soil conditions, equipment, stairways, appliances, fixtures, and furniture; (d) any defects, termite infestations or damages and any other conditions whether latent or discoverable by reasonable inspection; (e) merchantability or fitness for any particular purpose, and; (f) the existence of any violation of any applicable law relating to the environment, including without limitation those pertaining to the generation, use handling, storage or disposal of hazardous waste; (g) any design defect, or any condition of design. Buyer(s) specifically waives any right or cause of action for redhibition or quanti minoris, that is, to rescind sale or seek a reduction of the purchase price for any reason whatsoever. Buyer acknowledges he/she/they have had an opportunity and/or have in fact inspected the property to his/her/their full satisfaction, and this clause has been pointed out to him/her/them and has been explained to his/her/their full satisfaction.

Grantor covenants that it is seized and possesses of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.

TO HAVE AND TO HOLD unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

This conveyance is made expressly subject to the conditions, easement, restrictions and reservations of record, if any, affecting the aforesaid property and constituting construction notice; bit there is no intention by the reference to reimpose or to extend any of the same. The undersigned certify that the consideration reflected in this deed is the full consideration paid for said property pursuant to R.R.S. Chapter 382.

Homesales Inc.

BY: _____

Perry Pollard
Assistant Vice President

HOMESALES INC. CORPORATE SEAL TEXAS

STATE OF Texas

COUNTY OF Dallas **, to wit:**

Before Me, the undersigned Notary Public of the state and county mentioned, personally appeared, Perry Pollard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Perry Pollard (or other officer authorized to execute the instrument) of Assistant Vice President the within named bargainor, a corporation, and that such _____ or officer as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Homesales Inc..

Witness my hand and seal, at office this 18th day of July, 2008.

My commission expires: 7/24/2008

Kavita R. Cooper
Notary Public

KAVITA R. COOPER
Notary Public, State of Texas
My Commission Expires
July 24, 2011

Property Owner & Address: **H&S Development, a California Partnership**

15665 LaMesa Court

Morgan Hill, CA 95037

Tax Parcel No.: 081150-12100

Mail Tax Bill to: **H&S Development, a California Partnership**
15665 LaMesa Court
Morgan Hill, CA 95037

STATE OF Tennessee

COUNTY OF Wilson, **to wit:**

I, or we, hereby swear or affirm that to be best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is **EIGHTEEN THOUSAND AND 00/100 ($18,000.00) DOLLARS,** which amount is equal to our greater than the amount which the property would command at a fair voluntary sale.

H&S Development, a California Partnership

BY: _____

SUBSCRIBED AND SWORN TO before me this 23 day of July, 2008.

My commission expires: _____

Tabatha Edwards
Notary Public

TABATHA EDWARDS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
November 7, 2011