Record & Return to:
Victory Title & Escrow, LLC
695 President Place, Suite 203
Smyrna, TN 37167 VT0809000491

Davidson County DEEDWARR
Recvd: 11/05/08 10:03 3 pgs
Fees:18.00 Taxes:388.32
20081105-0109927

This instrument was prepared by
Robert J. Notestine, III, Attorney
4515 Harding Pike, Suite 315
Nashville, TN 37205
13336

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transaction is $ 104,952.

Affiant

Sworn to and subscribed before me this 29th day of October, 2008.

Notary Public

GAIL C. VICTORY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.

My Commission Expires: My Comm. Expires OCT. 24, 2010

Address of New Owner:
Ann Caldwell
1382 Rural Hill Road, #184
Antioch, TN 37013

Send Tax Bills to:
Ann Riley Caldwell
718 Thompson Lane Ste. 108 #233
Nashville, TN 37204

Map-Parcel: 163-2-C-52.00

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($ 10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Newmark Homes, L.P., a Texas Limited Partnership, Debtor in Possession**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **Ann Riley Caldwell, an unmarried woman,** her heirs and assigns, a certain parcel of land in **Davidson** County, Tennessee, described as follows

BEING LOT NO. 52 UNIT NO. 184 AS DESCRIBED IN THE MASTER DEED AND BUYLAWS FOR AUTUMN RIDGE TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS, OF RECORD IN INSTRUMENT 20060404-0038533 AND AMENDED IN INSTRUMENT NOS. 20060419-0045063, 20061115-0141803 AND 20080108-0002295, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID UNIT. THE DESCRIPTION IS THE SAME AS THE PREVIOUS DEED OF RECORD.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO NEWMARK HOMES, L.P., A TEXAS LIMITED PARTNERSHIP, BY WARRANTY DEED FROM ALLIANCE DEVELOPMENT, LLC, F/K/A COLEMAN LAKE PARTNERS, LLC, DATED 8-29-07 AND RECORDED 9-21-07 IN INSTRUMENT NO. 20070921-0113235, ALSO BEING PART OF THE SAME PROPERTY CONVEYED TO COLEMAN LAKE PARTNERS, LLC BY WARRANTY DEED FROM BARBARA A. MCCALL FORMERLY BARBARA ANNETTE KING AND TONY M. MCCALL, DATED 02/17/05 AND RECORDED 02/18/05 IN INSTRUMENT NO. 20050218-0018753 AND RE-RECORDED ON 04/13/05 IN INSTRUMENT NO. 20050413-0041301, REGISTER'S OFFICE FOR OF DAVIDSON COUNTY, TENNESSEE.

This conveyance is authorized pursuant to Final Order (A) Authorizing the Debtors to Sell Homes Free and Clear of Liens, Claims, Encumbrances and Other Interests and (B) Establishing Procedures for the Resolution and Payment of Lien Claims bearing Case No. 08-10928-BKC-JKO United States Bankruptcy Court, Southern District of Florida recorded in Instrument No. 20080204-0011731, and Amended in Instrument No. 20080801-0078660, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to zoning, building restrictions, setback requirements and general utility, sewer, and drainage easements of record; subdivision declarations, reservations, conditions, covenants, assessments, restrictions, rights-of-way, and easements of record; facts that an accurate survey or inspection would disclose, and other matters of public record. Current year taxes are to be paid by X Grantor ____ Grantee.

This is improved property known as **1382 Rural Hill Road, #184, Antioch, TN 37013.**

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

WITNESS our hands this 29th day of October, 2008.

Newmark Homes, L.P., Debtor in Possession

By: Elaine Rogers

Elaine Rogers, D.V.P. of Tousa Homes, Inc., GP

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, Belinda J. Cottrell of the state and county mentioned, personally appeared Elaine Rogers, with whom I am personally acquainted, and who, upon oath, acknowledged such person to be the Division Vice President of TOUSA Homes, Inc., General Partner of Newmark Homes, L.P., a Texas Limited Partnership, Debtor in Possession, the within named bargainor, and as such Division Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such Division Vice President of TOUSA Homes, Inc., General Partner of Newmark Homes, L.P., Debtor in Possession.

Witness my hand, at office, this 29th day of October, 2008.

Belinda J Cottrell
Notary Public

