Davidson County DEEDWARR
Recvd: 11/21/08 15:33 3 pgs
Fees:18.00 Taxes:836.24
20081121-0114744

This instrument was prepared by
Robert J. Notestine, III, Attorney
4515 Harding Pike, Suite 315
Nashville, TN 37205
13329

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transaction is $ 226,012.00.

Affiant

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

Notary Public

RYAN HUNTER ALSUP STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires:
My Commission Expires 01/09/2012

Address of New Owner:
Joaquin R. Pena, trustee
1617 Robindale Drive
Hermitage, TN 37076

Send Tax Bills to:
New Owner

Map-Parcel:
098600A19033CO

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 **Joaquin R. Pena, Trustee or successor trustee of the Joaquin R. Pena living trust dated June 16, 1997 and Mattlynne S. Pena, Trustee or successor Trustee of the Mattlynne S. Pena Living Trust dated June 6, 1997,** their heirs and assigns, a certain parcel of land in **Davidson** County, Tennessee, described as follows:

BEING LOT 173, ON THE PLAN OF PHASE TWO, SECTION B, BRIDGEWATER, OF RECORD IN INSTRUMENT 20080422-0040985, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED FROM BRIDGEWATER HERMITAGE, LLC TO NEWMARK HOMES, LP AS RECORDED ON THE 21ST DAY OF JULY 2008 IN INSTRUMENT NO. 20080721-0074459 AND PART OF THE SAME PROPERTY CONVEYED TO BRIDGEWATER HERMITAGE, LLC BY DEED FROM NANCY SMITH WADDEY AND NEAL SMITH AND

FRANCES JUNE SMITH AND ERIC EDWARD SMITH AND HERMITAGE CHURCH OF CHRIST, HEIRS OF THE ESTATE OF F.E. SMITH JR., ANNIE PEARL SANDERS SMITH AND EDWARD EWING SMITH, OF RECORD IN INSTRUMENT 20041215-0149116, SAID REGISTER'S OFFICE.

THIS CONVEYENCE IS SUBJECT TO ALL MATTERS APPEARING ON THE PLAN OF RECORD IN INSTRUMENT 20080422-0040985, SAID REGISTER'S OFFICE.

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, Declaration of Covenants and Bylaws of record in Instrument 20051024-0128043, Supplemented in Instrument 20051122-0141076, Register's Office for Davidson County, Tennessee, and other matters of public record. Current year taxes are to be paid by __✓__ Grantor ____ Grantee.

This is improved property known as **1617 Robindale Drive, Lot 173, Hermitage, TN 37076.**

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, V.P.

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

My Commission Expires:

BELINDA J. COTTRELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

MY COMMISSION EXPIRES
MAY 20, 2012