SPECIAL WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS **$104,000.00**

Affiant

Subscribed and sworn to before me, this 30th day of December, 2008

Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL)

Davidson County DEEDWARR
Recvd: 01/02/09 09:59 2 pgs
Fees:13.00 Taxes:384.80

20090102-0000148

THIS INSTRUMENT WAS PREPARED BY:
Southland Title & Escrow Co., Inc.
7101 Executive Center Drive, Suite 151
Brentwood, TN 37027

ADDERSSS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas N. Morgan	NEW OWNER	163-02-C
(NAME)	(NAME)	(MAP)
1382 Rural Hill Road #108		088.00CO
(ADDRESS)	(ADDRESS)	(PARCEL)
Antioch, TN 37013		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

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 **Thomas N. Morgan**, hereinafter called the Grantee, his heirs and assigns, a certain parcel of land in Davidson County, Tennessee, described as follows:

A certain condominium apartment in Davidson County, TN, described as Unit No. 108 of Autumn Ridge Townhomes, a Condominium, a Horizontal Property Regime With Private Elements, located in Antioch, TN, as established and described in a Master Deed recorded in Instrument No. 20060404-0038533 as amended in Instrument No. 20060419-0045063, Instrument No. 20061115-0141803 and Instrument No. 20080108-0002295, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of Autumn Ridge Townhomes, Condominium Apartments contained in the Master Deed recorded in Instrument No. 20060404-0038533 as amended in Instrument No. 20060419-0045063, Instrument No. 20061115-0141803 and Instrument No. 20080108-0002295, and By-Laws appended thereto, Register's Office for Davidson County, TN, are incorporated herein by reference and made a part hereof the same as though copied herein.

Being part of the property conveyed to Coleman Lake Partners, LLC, by deed from Barbara A. McCall f/k/a Barbara Annette King and Tony M. McCall, dated February 17, 2005, of record in Instrument No. 20050218-0018753 as corrected in Instrument No. 20050413-0041301, and further conveyed to Newmark Homes, LP, a Texas limited partnership, by deed from Alliance Development, LLC, f/k/a Coleman Lake Partners, LLC, dated June 2, 2008, of record in Instrument No. 20080604-0057203, Register's Office for Davidson County, TN.

This property is not now, nor has it ever been used as the primary residence of the Grantors.

This conveyance is made subject to taxes and assessments not yet due and payable; 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 all other matters of public record.

This conveyance is authorized pursuant to the Order (A) Authorizing the Debtors to Sell Homes Free and Clear of all Liens, Claims, Encumbrances and Other Interests and (B) Establishing Procedures for the Resolution and Payment of Lien Claims bearing Case No. 08-10298-BKC-JKO United States Bankruptcy Court, Southern District of Florida, recorded in Book 4480, Page 556, Final Order in Book 4499, Page 863, and amended in Book 4615, Page 142, Register's Office for Williamson County, Tennessee

This is ( ) unimproved (X) improved property, know as: 1382 Rural Hill Road #108, Antioch, Tennessee 37013

Bill Garrett
Davidson County Register of Deeds

Notary Seal present,
but could not be reproduced.

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 my/our hand(s) this 30th day of December, 2008.

Newmark Homes, L.P., by
TOUSA Homes, Inc., GP
By:

Elaine Rogers, D.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, 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.

Witness my hand, at office, on this 30th day of December, 2008.

Notary Public

My Commission expires:

