(2)

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $110,173.00

Affiant

Subscribed and sworn to before me this 23rd day of January, 2009

Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL)

JEFF FARRIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires December 19, 2009

Davidson County DEEDWARR
Recvd: 01/29/09 12:55 2 pgs
Fees:13.00 Taxes:407.64
20090129-0007726

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
Cory Jordan	Realty Mortgage Corporation	163-02-C
(NAME)	(NAME)	(MAP)
1382 Rural Hill Road #100	7000 Executive Center Drive Ste 200	92.00CO
(ADDRESS)	(ADDRESS)	(PARCEL)
Antioch, TN 37013	Brentwood, TN 37027	
(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 **Cory Jordan**, hereinafter called the Grantees, their heirs and assigns, a certain parcel of land in Davidson County, Tennessee, described as follows:

Being Unit No. 100 as described in the Master Deed and Bylaws for Autumn Ridge Townhomes, a Horizontal Property Regime With Private Elements, of record in Instrument No. 20060404-0038533 as amended in Instrument No. 20060419-0045063, Instrument No. 20061115-0141803 and Instrument No. 20080108-0002295, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more particular description of said Unit.

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 #100, Antioch, Tennessee 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 my/our hand(s) this 23rd day of January, 2009.

Newmark Homes, L.P., by
TOUSA Homes, Inc., GP
By:
Elaine Rogers
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 23rd day of January, 2009.

Belinda J Cottrell
Notary Public

My Commission expires:

BELINDA J. COTTRELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

MY COMMISSION EXPIRES
MAY 20 2012