BILL GARRETT, Davidson County
Trans:T20090044920 DEEDWARR
Recvd: 07/06/09 09:32 6 pgs
Fees:33.00 Taxes:6921.50
20090706-0062335

SPECIAL WARRANTY DEED

This instrument was prepared by Perrone & Young, 109 Westpark Dr., Ste. 330, Brentwood, TN 37027 (PRY)

Address New Owner	Send Tax Bills To:	Map/Parcel
Fortuna Asset Partners 135 Hampton Place Nashville, Tennessee, 37215	Same	Lot 1: 130130A00100CO Lot 4: 130130A00400CO Lot 5: 130130A00500CO Lot 22: 130130A02100CO Lot 30: 130130A02900CO

State of Tennessee)
County of Williamson)

EMILY H. PROPHET STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

The actual consideration or value for this transfer, whichever is greater is $1,870,676.15.

Affiant

Sworn to and subscribed before me this 2nd day of July 2009

Notary Public

My commission expires: 11.7.2011

Deer Creek Construction, Inc., (the "Grantor") a Tennessee corporation, for and in consideration of Ten and 00/100ths Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, and in further consideration of the satisfaction of Grantors' liability under those certain Promissory Notes (herein "Notes"), more specifically described on **Exhibit A** hereto, executed and delivered by Grantor and payable to the order of **Fortuna Asset Partners** (the "Grantee"), a Tennessee general partnership, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns forever, all that certain tract, piece or parcel of land, together with the buildings and improvements thereon, erected, situated, lying and being in the County of Williamson, State of Tennessee, and more particularly described on **Exhibit B** hereto (the "Real Property"):

The above described property is unimproved property known as:

A. Lot No. 1, Jardin de Belle Subdivision, now known as Belle Park at Cheekwood.

B. Lots Nos. 4, 5, 22 & 30, Jardin de Belle Subdivision, now known as Belle Park at Cheekwood, Williamson County, TN; and

Notwithstanding the above release of Grantor from all liability under all of the liens and security interests evidencing or securing payment of the Note, the Mortgage shall remain valid and in full force and effect unless and until released by Grantee, it being the intention of the parties that there shall be no merger of any said liens with the title or other interest of Grantee by virtue of this conveyance, and the parties provide that each such interest in the liens on one hand and the title on the other shall be and remain at all times separate and distinct.

TO HAVE AND TO HOLD, the aforesaid Real Property, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining unto the said Grantee, its successors and assigns forever in fee simple.

Grantors, for themselves, and for their heirs and assigns, do hereby covenant and agree to and with the Grantee, that they are lawfully seized and possessed of the Real Property; that they have full power and lawful authority to sell and convey the same; that title thereto is free, clear and unencumbered, except as shown on **Exhibit C** (the "Permitted Exceptions") herein, and, that they will forever warrant and defend the same against the lawful claims of all persons claiming by, through or under them.

This Special Warranty Deed is an absolute conveyance of Grantors' right, title and interest in the aforesaid Real Property and is not intended as a mortgage, trust, conveyance or security of any kind. The consideration therefore, in addition to that set forth above, is the full release and discharge of all debts, obligations and charges heretofore subsisting on account of and by the terms of ~~that~~ certain Deeds of Trust * ~~between Deer Creek Construction, Inc. as grantor,~~ those ~~as trustee, and Fortuna Asset Partners as beneficiary, dated July 2, 2009, in the original principal sum of and No/100the Dollars ($) and recorded as Instrument No. in Book Page in the Register's Office of Williamson County, Tennessee~~ and the Note secured thereby; this conveyance completely satisfying said obligations given in connection therewith and any effect thereof in all respects.

IN WITNESS WHEREOF, Grantor has executed this instrument on July 2nd, 2009.

GRANTOR: DEER CREEK CONSTRUCTION, INC., a Tennessee corporation

By: _____
President

Joseph L. Melz, President

* by and between Fifth Third Bank, N.A. and Trustee having since been assigned to Fortuna Asset Partners, a Tennessee general partnership by Notice of Assignment of Deeds of Trust dated July 2, 2009 of record in Instrument No. _____, Register of Deeds, Davidson County, TN.

STATE OF TENNESSEE)
COUNTY OF WILLIMASON)

Before me, a Notary Public, in and for said State and County, personally appeared **Joseph L. Melz**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **Deer Creek Construction, Inc.,** a Tennessee corporation, the within-named bargainor, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing his name as President and on behalf of the Corporation, and that he is authorized to execute the foregoing instrument on behalf of the Corporation.

Witness my hand and seal, at office in Brentwood, Tennessee, this 2nd day of July 2009.

NOTARY PUBLIC

My Commission Expires:
11-7-2011

EMILY H. PROPHET
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

[Notes]

Note 125 – Lot 1:

1. Promissory Note dated November 14, 2005, executed by Deer Creek Construction, Inc. ("Deer Creek") payable to the order of Fifth Third Bank, N.A. ("Fifth Third") in the original principal amount of $387,500.00, as amended from time-to-time.

Note 83 – Lot 4:

2. Promissory Note dated September 7, 2005, executed by Deer Creek payable to the order of Fifth Third in the original principal amount of $350,000.00, as amended from time-to-time.

Note 91 – Lot 5:

3. Promissory Note dated September 7, 2005, executed by Deer Creek payable to the order of Fifth Third in the original principal amount of $350,000.00, as amended from time-to-time.

Note 75 – Lot 22:

4. Promissory Note dated September 7, 2005, executed by Deer Creek payable to the order of Fifth Third in the original principal amount of $390,000.00, as amended from time-to-time.

Note 59 – Lot 30:

5. Promissory Note dated September 7, 2005, executed by Deer Creek payable to the order of Fifth Third in the original principal amount of $325,000.00, as amended from time-to-time.

EXHIBIT B

[Legal Descriptions]

Tract 1: Land in Davidson County, Tennessee being Lot Nos. 4, 5, 22 & 30 on the Plan of Jardin de Belle Subdivision, a Planned Unit Development, of record in Instrument No. 20050822-0099470, now known as Belle Park at Cheekwood by amended and Restated Declarations of Protective Covenants, Conditions and Restrictions of record in Instrument No. 20071023-0125455,Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description thereof.

Being all of the same property conveyed to Deer Creek Construction, Inc., a Tennessee Corporation by deed from Jardin de Belle Development, LLC, a North Carolina Limited Liability Company of record in Instrument No. 20050913-0110054, Register's Office for Davidson County, TN.

Tract 2: Being Lot 1 on the Plan of Jardin de Belle Subdivision, a Planned Unit Development, of record in Instrument No. 20050822-0099470, now known as Belle Park at Cheekwood by amended and Restated Declarations of Protective Covenants, Conditions and Restrictions of record in Instrument No. 20071023-0125455,Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description thereof.

Being the same property conveyed to Deer Creek Construction, Inc., a Tennessee Corporation by deed from Scot K. Ware of record in Instrument No. 20051117-0138956, Register's Office for Davidson County, TN.

EXHIBIT C

[Permitted Exceptions]

1. Taxes for the year 2009 and subsequent years, a lien, but not yet due and payable.
2. Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Belle Park at Cheekwood (formerly Jardin de Belle), Amended and Restated By-Laws of Belle Park at Cheekwood Owners' Association, Inc. and Articles of Amendment to the Charter of record in Instrument No. 20071023-0125455, Register's Office for Davidson County, TN.
3. Subject to Restrictive Covenants of record in Instrument No. 20050819-0099255, Register's Office for Davidson County, Tennessee.
4. Final Plat of Frist Revision of Jardin de Belle Subdivision of record in Instrument No. 20090318-0024530, Register's Office for Davidson County, TN.
5. Declaration of Sign Monument Easement Agreement with Covenants and Restrictions of record in Instrument No. 20070202-0014295, said Register's Office.
6. First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Jardin de Belle of record in Instrument No. 20070824-0101907, said Register's Office.
7. Subject to all matters on the plan of record in Instrument No. 20050822-0099470, Register's Office for Davidson County, Tennessee.
8. Subject to all matters on plan of record in Plat Book 421, Page 64, Register's Office for Davidson County, Tennessee.
9. Stormwater Detention Agreement of record in Instrument No. 20040927-0116111, Register's Office for Davidson County, Tennessee.
10. Charter for Jardin de Belle Owner's Association of record in Instrument No. 20050714-0081980, Register's Office for Davidson County, Tennessee.
11. Rights of others in and to the common areas/elements.