SPECIAL WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $240,000.00

Affiant

Subscribed and sworn to before me, this 15th day of July, 2009.

Notary Public

MY COMMISSION EXPIRES: 11/22/10
(AFFIX SEAL)

JAMES G. PETTY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

BILL GARRETT, Davidson County
Trans: T20090047969 DEEDWARR
Recvd: 07/16/09 10:29 2 pgs
Fees: 13.00 Taxes: 888.00
20090716-0066683

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
Bridgewater Hermitage, LLC	NEW OWNER	098060A19000CO 098060A20200CO 098060A20300CO
(NAME)	(NAME)	~~(MAP)~~ XXXX
120 Donelson Pike		098060A21000CO 098060A23500CO 098060A23600CO
(ADDRESS)	(ADDRESS)	(PARCEL)
Nashville, TN 37214		
(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 **Bridgewater Hermitage, LLC**, hereinafter called the Grantee, its heirs and assigns, a certain parcel of land in Davidson County, Tennessee, described as follows:

BEING Lot Nos. 170, 182, 183 and 190, 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 to Newmark Homes, LP, a Texas Limited Partnership, as Debtor in Possession, by deed from Bridgewater Hermitage, LLC, of record in Instrument 20080925-0097532, said Register's Office.

and,

BEING Lot Nos. 212 and 213, on the Plan of Phase Two, Section C, Bridgewater, of record in Instrument 20070614-0071360, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

Being part of the same property conveyed to Newmark Homes, LP, a Texas Limited Partnership, by deed from Bridgewater Hermitage, LLC, of record in Instrument 20080501-0044513, said Register's Office.

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 (X) unimproved ( ) improved property, known as: Lots 170, 182, 183, 190, 212 & 213, 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 my/our hand(s) this ~~15th~~ 14th day of July, 2009.

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

David Pitta, Vice President of Operations

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

Witness my hand, at office, ~~on~~ this ~~15th~~ 14th day of July, 2009.

_____
Notary Public

My Commission expires:

