BOX 50-B
PREPARED BY: RETURN TO:
BANKERS TITLE & ESCROW CORP.
3310 WEST END AVE.
NASHVILLE, TN 37203

Prepared by:
Paul C. Webb, Esq.
Quilling Selander Cummiskey & Lownds, PC
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
File No. 3389.0117

After recording return to:
First American Title Insurance Company
National Commercial Services
401 E. Pratt Street, Suite 323
Baltimore, MD 21202

BILL GARRETT, Davidson County
Trans:T20090054914 DEEDWARR
Recvd: 08/11/09 15:36 7 pgs
Fees:38.00 Taxes:18056.00
20090811-0075712

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DAVIDSON §

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3, having an address c/o CWCapital Asset Management LLC, 701 Thirteenth Street, NW, Suite 1000, Washington, D.C. 20005 ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY**, unto **Willow Grove Investments, LLC,** a Tennessee limited liability company, having an address of P.O. Box 2365, Brentwood, TN 37024 ("**Grantee**"), the following described property, BEING the same property described in and conveyed to the Grantor herein by Substitute Trustee's Deed recorded on January 17, 2007, as Instrument Number 20070117-0007023 in the Registrar's Office of Davidson County, Tennessee (the "**Real Property**"):

(i) That certain real property in Davidson County, Tennessee which is described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Land**");

(ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**"); and

(iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "**Appurtenances**").

The Land, Improvements and Appurtenances are collectively referred to herein as the "**Property**".

TO HAVE AND TO HOLD the property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to, the proper use, benefit and behoove of Grantee, subject only to those matters set forth in **Exhibit B** attached hereto and by this reference incorporated herein, forever in **FEE SIMPLE**.

AND Grantor will only warranty and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor only, but no others.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR, OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS; AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

[SIGNATURE PAGE FOLLOWS]

EXECUTED AND DELIVERED the 3 day of August, 2009.

GRANTOR:

WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3

By: CWCapital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Michael Greenblatt, Vice President

DISTRICT OF COLUMBIA §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Michael Greenblatt, Vice President of CWCapital Asset Management LLC, the Special Servicer to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of August, 2009.

Sheremee D. Griffin
Notary Public, District of Columbia
My commission expires: 12-14-13

SHEREMEE D. GRIFFIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires December 14, 2013

SHEREMEE D. GRIFFIN NOTARY PUBLIC DISTRICT OF COLUMBIA

EXHIBIT A

REAL PROPERTY DESCRIPTION

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 9, ON THE PLAN OF PLUS PARK, SECTION 9, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4460, PAGE 113, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 54 OF HILL-N-DALE ACRES AS RECORDED IN BOOK 2900, PAGE 33 IN THE RECORDERS OFFICE OF DAVIDSON COUNTY, TENNESSEE AND THE SOUTHWEST CORNER OF HOUSTON EZELL PROPERTY; THENCE SOUTH 05 DEGREES 28 MINUTES 06 SECONDS WEST, ALONG THE WESTERLY LINE OF LOTS 54 & 53, A DISTANCE OF 183.64 FEET, TO THE NORTHEAST CORNER OF LOT 48 IN SAID HILL-N-DALE ACRES; THENCE SOUTH 68 DEGREES 28 MINUTES 23 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID LOT 48, A DISTANCE OF 311.41 FEET, TO NORTHERLY RIGHT-OF-WAY OF BUNKERHILL DRIVE; THENCE SOUTH 36 DEGREES 35 MINUTES 43 SECONDS WEST, A DISTANCE OF 329.16 FEET, TO POINT ON NORTHERLY RIGHT-OF-WAY OF HAVENHILL DRIVE; THENCE SOUTH 37 DEGREES 21 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY RIGHT-OF-WAY OF HAVENHILL DRIVE, A DISTANCE OF 53.75 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HAVENHILL DRIVE; THENCE SOUTH 37 DEGREES 32 MINUTES 38 SECONDS WEST, A DISTANCE OF 305.91 FEET, TO A WESTERLY CORNER OF LOT 28 OF SAID HILL-NDALE ACRES; THENCE SOUTH 04 DEGREES 08 MINUTES 15 SECONDS WEST, A DISTANCE OF 272.92 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF DEERVALE DRIVE; THENCE SOUTH 60 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY OF DEERVALE DRIVE, A DISTANCE OF 164.45 FEET, TO THE NORTHWEST CORNER OF LOT 26 OF SAID HILL-N-DALE ACRES; THENCE SOUTH 29 DEGREES 49 MINUTES 25 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, A DISTANCE OF 275.95 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE SOUTH 50 DEGREES 40 MINUTES 28 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 26, A DISTANCE OF 93.40 FEET TO A POINT; THENCE SOUTH 24 DEGREES 32 MINUTES 29 SECONDS WEST, ALONG LOT 100 OF HILL-N-DALE SECTION 2 RECORDED IN BOOK 4175 PAGE 5 IN THE RECORDERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, A DISTANCE OF 311.57 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF GIANT OAK DRIVE; THENCE SOUTH 04 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 73.70 FEET, TO A POINT ON THE WESTERLY LINE OF LOT 99 OF SAID HILL-N-DALE SECTION 2; THENCE NORTH 87 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 196.50 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF PLUS PARK BOULEVARD; THENCE NORTH 01 DEGREES 18 MINUTES 44 SECONDS EAST, ALONG THE SAID RIGHTOF-WAY, A DISTANCE OF 205.63 FEET TO A POINT; THENCE ALONG SAID RIGHT-OF-WAY, ALONG A CURVE WITH A RADIUS TO THE LEFT OF 340.34 FEET AND AN ARC LENGTH OF 231.86 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 18 DEGREES 12 MINUTES 16 SECONDS WEST WITH A LENGTH OF 227.40 FEET TO A POINT; THENCE NORTH 37 DEGREES 43 MINUTES 16 SECONDS WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 162.88 FEET TO A POINT; THENCE ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 292.33 FEET AND AN ARC LENGTH OF 290.85 FEET SAID

CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 09 DEGREES 13 MINUTES 06 SECONDS WEST WITH A LENGTH OF 279.00 FEET TO A POINT; THENCE NORTH 19 DEGREES 14 MINUTES 44 SECONDS EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 41.90 FEET TO A POINT; THENCE ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 806.61 FEET AND AN ARC LENGTH OF 266.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 09 DEGREES 46 MINUTES 34 SECONDS EAST WITH A LENGTH OF 265.41 FEET, TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY OF PARK PLUS BOULEVARD, SOUTH 89 DEGREES 41 MINUTES 36 SECONDS EAST, A DISTANCE OF 225.00 FEET, TO A POINT; THENCE NORTH 00 DEGREES 18 MINUTES 24 SECONDS EAST, A DISTANCE OF 225.00 FEET TO A POINT; THENCE NORTH 20 DEGREES 01 MINUTES 23 SECONDS EAST, A DISTANCE OF 220.01 FEET TO A POINT; THENCE NORTH 60 DEGREES 45 MINUTES 41 SECONDS EAST, A DISTANCE OF 500.84 FEET TO A POINT; THENCE NORTH 76 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 100.07 FEET TO A POINT; THENCE NORTH 89 DEGREES 48 MINUTES 35 SECONDS EAST, A DISTANCE OF 204.31 FEET TO A POINT; THENCE NORTH 35 DEGREES 44 MINUTES 16 SECONDS EAST, A DISTANCE OF 60.93 FEET TO A POINT; THENCE SOUTH 68 DEGREES 39 MINUTES 27 SECONDS EAST, A DISTANCE OF 77.20 FEET TO THE POINT OF BEGINNING, AND CONTAINING 18.12 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO BERKELEY RIDGE NASHVILLE, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED FROM BERKELEY RIDGE REALTY CORP., A DELAWARE CORPORATION OF RECORD IN INSTRUMENT NO. 20041108-0134178, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

PERMITTED EXCEPTIONS

First American Title Insurance Company: Commitment GF No.NCS-241163-MD61:

1. All terms and provisions set forth and contained in that certain Lease between NHP Summit, L.P., a Delaware limited partnership, Lessor, and Web Services Company, Inc., Lessee, a memorandum of which is recorded in Book 10788, page 490.

2. Easement(s) of record in Book 11014, page 872, as re-recorded in Book 11038, page 852 in the Register's Office, Davidson County, Tennessee.

3. Memorandum of Agreement of record in Instrument No. 20040823-0101520, Register's Office for Davidson County, Tennessee.

4. Taxes and assessments for the year 2009 and subsequent years, which are not yet due and payable.

5. Rights of tenants under unrecorded leases.

TRANSFER TAX AFFIDAVIT

DISTRICT OF COLUMBIA § **KNOW ALL PERSONS BY THESE PRESENTS:**

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **Four Million Eight Hundred Eighty Thousand and NO/100 Dollars ($4,880,000.00)**, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

GRANTOR:

WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3

By: CWCapital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Thomas B. Dwyer, Director

DISTRICT OF COLUMBIA §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Thomas B. Dwyer, Director of CWCapital Asset Management LLC, the Special Servicer to Wells Fargo Bank, NA, as Trustee for the Registered Holders GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2000-C3, known to me to be the person whose name is sworn to and subscribed to before me this 3 day of August, 2009.

Sheremee D. Griffin
Notary Public, District of Columbia
My commission expires: 12-14-13

SHEREMEE D. GRIFFIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires December 14, 2013

SHEREMEE D. GRIFFIN NOTARY PUBLIC DISTRICT OF COLUMBIA