BOX 50-B

PREPARED BY: RETURN TO:
BANKERS TITLE & ESCROW CORP.
[illegible] END AVE.
[illegible] TN [illegible]

OWNER/RESPONSIBLE TAXPAYER:
4646 Nolensville Pike Holdings, LLC
c/o CWCapital Asset Management LLC
701 13th Street, NW, Suite 1000
Washington, DC 20005

WARRANTY DEED

FOR AND INCONSIDERATION OF TEN DOLLARS ($10.00) cash in hand paid by 4646 Nolensville Pike Holdings, LLC, a Maryland limited liability company ("Grantee), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, D.S. Highlands, Inc., a Tennessee corporation ,("Grantor") has bargained and sold and by these presents does hereby transfer and convey unto the Grantee, its successors and assigns, that certain property situated in the Davidson County, Tennessee, and being more particularly bounded and described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property, with the appurtenances, estate, title and interest thereto belong to said Grantee, its successors and assigns, forever; and Grantor does covenant with said Grantee, that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as otherwise set out on Exhibit B hereto; and Grantor does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to said land to said Grantee, its successors and assigns against the lawful claims of all persons claiming by, through, or under it, but no further or otherwise.

By execution of this deed, the Grantor further grants, conveys and assigns to Grantee, all of the Grantor's rights as Landlord in and to any existing leases and fixtures affecting the real property conveyed herein.

THIS deed represents an absolute conveyance, the Grantor having sold said land to the Grantee for a fair and adequate consideration, such consideration, being full satisfaction of all obligations secured by the Deed of Trust executed by Grantor. The Grantor declares that this conveyance is freely and fairly made, and that Grantor and Grantee expressly agree that said land remains subject to the Deed of Trust and related matters as set forth at item 5 on Exhibit B hereto .

BILL GARRETT, Davidson County
Trans:T20090084169 DEEDWARR
Recvd: 12/14/09 14:57 7 pgs
Fees:38.00 Taxes:10855.80
20091214-0113874

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2904052-000039 12/8/2009

WITNESS the execution hereof by D.S. Highlands, Inc., this 10 day of December, 2009.

D.S. Highlands, Inc.

By: _____
Name: Lewis C. Beasley, Jr
Title: President

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me the undersigned Notary Public within and for the State and County aforesaid, personally appeared Lewis C. Beasley, with whom I am personally acquainted (or who proved to me upon the basis of satisfactory evidence) and who upon oath, acknowledged herself/himself to be the President of D.S. Highlands, Inc., a Tennessee corporation, the within grantor, and that she/he in such capacity being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself in such capacity.

WITNESS my hand and seal at office, this 10 day of December, 2009.

_____
Notary Public

My Commission Expires: May 8, 2012

PROPERTY OWNER: 4646 Nolensville Pike Holdings, LLC
c/o CWCapital Asset Management LLC
701 13th Street, NW, Suite 1000
Washington, DC 20005

MAIL TAX BILLS TO: 4646 Nolensville Pike Holdings, LLC
c/o CWCapital Asset Management LLC
701 13th Street, NW, Suite 1000
Washington, DC 20005

TAX ID NO.: 147-080-035.00

STATE OF TENNESSEE

COUNTY OF Davidson

I hereby swear or affirm that to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred whichever is greater, is Two Million Nine-Hundred Thirty-Four Thousand and 00/100 dollars ($2,934,000.00), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me
~~this~~ 14th day of December, 2009.

Notary Public

My Commission Expires: May 8, 2012

PRISCILLA C. URBANEK
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN

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2904052-000039 12/8/2009

EXHIBIT A

LEGAL DESCRIPTION

TRACT I

A tract of land in the 1st (formerly the 5th) Civil District of Davidson County, Tennessee being a combination of The Highlands apartment complex and a 50-ft access right-of-way from the Highlands apartment complex to Nolensville Road and being more fully described as follows:

Beginning at an iron pin which is North 3°53'06" east a distance of 60.7' from a concrete monument in the southwest corner of the hereindescribed tract, said corner being the same southwest corner of a tract of land "Reserved for Future Development" on the recorded plan of Beverly Heights, Section One, in Book 2331, Page 26, R.O.D.C. and proceeding as follows:

1. With the westerly boundary of the "Reserved for Future Development" tract, north 3°53'06" east a distance of 357.3' to a corner post; thence,

2. Leaving said "Reserved for Future Development" tract, north 85°00'24" west a distance of 436.82 to an iron pin; thence,

3. North 4°40'37" east a distance of 213.07' to an iron pin; thence,

4. South 87°11'40" east a distance of 70.85' to a corner post; thence,

5. North 0°38'21" east a distance of 313.13' to an iron pin, the northwest corner of the herein described tract; thence,

6. South 89°21'39" east a distance of 415.00' to an iron pin; thence,

7. North 71°10'54" east a distance of 129.87' to an iron pin; thence,

8. South 22°13'00" east a distance of 100.00' to an iron pin; thence,

9. North 73°38'00" east a distance of 170.00' to an iron pin, the northeast corner of the hereindescribed tract and the westerly boundary of Beverly Heights, Section One, as of record in Book 2331, Page 26, R.O.D.C., Tennessee; thence,

10. South 3°02'15" east a distance 326.65' to a concrete monument; thence,

11. South 30°44'00" west a distance of 132.64' to a concrete monument; thence,

12. South 1°1422" east a distance of 507.20' to a concrete monument; thence,

13. South 86°40'01" west a distance of 384.76' to a concrete monument in a southwest corner of the herein described tract, said corner being the same southwest corner of a tract of land "Reserved for Future Development" on the recorded plan of Beverly Heights, Section One, in Book 2331, Page 26, R.O.D.C.; thence,

14. South 59°20'31" west a distance of 236.35' to an iron pin; thence,

15. With a curve to the left, said curve having a radius of 319.13', an angle of 40°44', a length of 226.88', a tangent of 118.47', a chord distance of 222.13 and a chord bearing of S38°58'31"W to an iron pin; thence,

16. South 18°36'31" west a distance of 33.15' to an iron pin; thence,

17. With a curve to the left, said curve having a radius of 25.0', an angle of 70°33'14", a length of 30.78', a tangent of 17.69', a chord distance of 28.87' and a chord bearing of S16°40'02"E to an iron pin, in the north easterly margin of Nolensville Road, said iron pin being in a northwesterly direction 433.52', more or less from the centerline of Haywood Lane; thence,

18. With the northeasterly margin of Nolensville Road in a northwesterly direction with a curve to the left said curve having a radius of 2679.5, an angle of 1°30'19", a length of 70.39', a tangent of 35.20', chord distance of 70.39' and a chord bearing of N52°42'05"W to an iron pin; thence,

19. Leaving the northeasterly margin of Nolensville Road, North 18°36'31" east a distance of 34.17' to an iron pin; thence,

20. With a curve to the right, said curve having a radius of 369.13', an angle of 40°44', a length of 262.42', a tangent of 137.03', a chord distance of 256.92' and a chord bearing of N38°58'31"E to an iron pin, thence

21. North 59°20'31" east a distance of 270.77' to an iron pin in the westerly boundary of Phase One as described in Call 1 which is the point of beginning containing 13.621 acres as per survey by Turner Engineering Company dated April 13, 1971.

With the above described tract there is a 20' easement for egress and ingress to Haywood Lane, that is 20' East of and parallel with the west property line of Lot One, Beverly Heights, Section One, as of record in Book 2331, Page 26, R.O.D.C.

TRACT II

A tract of land located in the First Civil District of Davidson County, Tennessee and being Lot 2 of a resubdivision of Lot 28, Beverly Heights, Section 4 and recorded in Book 9700, Page 131 R.O.D.C. and being more fully described as follows:

Beginning at an iron pin in the northwest corner of Wales Drive, said pin being in the east line of the Highlands Apartments property and proceeding as follows:

1. South 73°50'43" west (original call South 73°38' east) a distance of 136.79' to an iron pin, thence

2. North 18°55' west a distance of 85.48' to an iron pin, thence

3. North 63°55'20" west a distance of 19.09' to an iron pin, thence

4. North 71°05' east a distance of 88.95' to an iron pin, thence

5. South 49°00'40" east a distance of 122.02' to the point of beginning containing 0.248 Acres ±.

Being the same property conveyed to Grantor By Book 11433, page 708. Registed office for Davidson county, Tennessee

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Subject to all matters shown on the Plan of record in Book 2331, Page 26, or the Register's Office of Davidson County, Tennessee. (As to Tract I)

2. Subject to all matters shown on the Plan of record in Book 9700, Page 131, of the Register's Office of Davidson County, Tennessee. (As to Tract II)

3. Restrictive Covenants contained in an instrument of record in Book 5626, Page 220, of the Register's Office of Davidson County, Tennessee. (As to Tract II)

4. All matters as shown on the plats of record in Plat Book 2331, Page 26; Plat Book 5200, Page 263; and Plat Book 9700, Page 131, in the Register's Office for Davidson County, Tennessee.

5. Deed of Trust and Security Agreement from D. S. Highlands, Inc., a Tennessee corporation, to Column Financial, Inc., a Delaware corporation, dated April 14, 1999 and recorded April 20, 1999 in Book 11439, Page 741, as further secured by Assignment of Leases and Rents dated April 14, 1999 and recorded April 20, 1999 in Book 11439, Page 810, as assigned by Assignment of Deed of Trust and Security Agreement and Assignment of Leases and Rents by Column Financial, Inc. to Norwest Bank Minnesota, National Association, as trustee for the Registered Holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-CG2, recorded January 25, 2000, under Instrument No. 20000125008011, as last assigned by Assignment of Deed of Trust and Security Agreement and Assignment of Assignment of Leases and Rents to Bank of America, N.A., as trustee for the Registered Holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-CG2, said instrument recorded October 5, 2009 in Instrument No. 20091005-0092270, as further secured by UCC-1 in favor of Column Financial, Inc., as Secured Party, and D. S. Highlands, Inc., as Debtor, filed April 20, 1999 in File No. E0060318, as assigned to Norwest Bank Minnesota, National Association, as trustee for the Registered Holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-CG2 in Instrument No. 20000125-0008009, as continued in Instrument No. 20081119-0113886, as last assigned to Bank of America, N.A., as trustee for the Registered Holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-CG2 by UCC Amendment recorded October 5, 2009 in Instrument No. 20091005-0092271, all records of Davidson County, Tennessee.