BILL GARRETT, Davidson County
Trans:T20100029988 DEEDTRS
Recvd: 05/18/10 15:42 7 pgs
Fees:38.00 Taxes:27010.00
20100518-0038418

Prepared by and after recording return to:
Nelwyn Inman, Esq.
Baker, Donelson Bearman, Caldwell & Berkowitz, PC
633 Chestnut Street, Suite 1800
Chattanooga, Tennessee 37450

Address of New Owner:	**Send Tax Bills to:**	**Map and Parcel No.:**
149 Hickory Hollow Terrace Holdings, LLC 7 St. Paul Street, Suite 1660 Baltimore, Maryland 21202	149 Hickory Hollow Terrace Holdings, LLC 7 St. Paul Street, Suite 1660 Baltimore, Maryland 21202	163-292.00

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 17th day of May, 2010, by R. Spencer Clift, not individually but as successor trustee ("Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Rents and Security Agreement (the "Original Deed of Trust") dated December 24, 1999, of record as Instrument Number 199912280307685 in the Office of the Register of Deeds of Davidson County, Tennessee (the "Register's Office"), Hickory Hollow, LLC, an Ohio limited liability company ("Borrower"), did convey in trust to James G. Lackey, III, a resident of Davidson County, Tennessee, as trustee, a certain tract of land to secure payment of a debt in the principal sum of $8,600,000.00 payable to The Provident Bank, an Ohio banking corporation, said Original Deed of Trust is incorporated herein by reference;

WHEREAS, said Original Deed of Trust was amended and restated by the Amended and Restated Multifamily Deed of Trust, Assignment of Rents and Security Agreement (the "Amended and Restated Deed of Trust") dated effective as of January 27, 2000, of record at Instrument Number 200002020010822 in the Register's Office, by which Borrower did convey in trust to James G. Lackey, III, a resident of Davidson County, Tennessee, as trustee, a certain tract of land to secure payment of a debt in the principal sum of $9,200,000.00 payable to The Provident Bank, an Ohio banking corporation, said Amended and Restated Deed of Trust is incorporated herein by reference;

WHEREAS, by Assignment of Leases and Rents (the "Original Assignment of Leases and Rents") dated December 24, 1999, of record in the Register's Office as Instrument Number 199912280307686, Borrower granted The Provident Bank a security interest in and lien on the collateral described therein;

WHEREAS, said Original Assignment of Leases and Rents was amended and restated by the Amended and Restated Assignment of Leases and Rents (the "Amended and Restated Assignment of Leases and Rents") dated January 27, 2000, of record in the Register's Office as Instrument Number 200002020010823;

WHEREAS, by UCC-1 financing statement (the "Fixture Filing 1") of record in the Register's Office as Instrument Number 199912280307687, as re-recorded in Instrument Number 200002140014831, as amended in Instrument Number 200002020010824, as re-recorded by Instrument

Number 200002180016657, as continued by Instrument Number 20040824-0101900, Borrower granted The Provident Bank a security interest in and lien on the collateral described therein;

WHEREAS, Wells Fargo Bank, N.A., as Trustee for the registered Holders of Salomon Brothers Mortgage Securities VII, Inc., Commercial Mortgage Pass-Through Certificates, Series 2001-C1 ("Holder") is the true and lawful owner and holder of the debt aforesaid pursuant to the Assignment of Amended and Restated Multifamily Deed of Trust, Assignment of Rents and Security Agreement, dated February 20, 2002, of record in the Register's Office as Instrument Number 20020516-0060440, re-recorded as Instrument Number 20030122-0009165, and corrected by Scrivener's Affidavit of record as Instrument Number 20100330-0023592, the Assignment of Amended and Restated Assignment of Leases and Rents dated February 20, 2002, of record in the Register's Office as Instrument Number 20020516-0060441, re-recorded as Instrument Number 20030122-0009166, and corrected by Scrivener's Affidavit of record as Instrument Number 20100330-0023593, the UCC amendments of record at Instrument Number 20020606-0068807 and Instrument Number 20040824-0101901 and UCC-1 financing statement ("Fixture Filing 2") of record in the Register's Office as Instrument Number 20081219-0121396, which debt is secured by the Amended and Restated Deed of Trust and other liens described aforesaid;

WHEREAS, by instrument recorded on April 19, 2010, at Instrument Number 20100419-0029402 in the Register's Office, Holder, exercising its authority as such owner, holder and beneficiary, appointed Nelwyn Inman and R. Spencer Clift as Substitute Trustees; and

WHEREAS, default has been made in the payment of debts and obligations secured by said Amended and Restated Deed of Trust, Amended and Restated Assignment of Leases and Rents, Fixture Filing 1, and Fixture Filing 2, and Holder has declared the entire balance due and payable; and

WHEREAS, the Holder directed Successor Trustees to sell the Property (as defined below) as provided in the Amended and Restated Deed of Trust, and Successor Trustees caused notice to be published in *The City Paper* that the Property would be sold on Monday, the 17th day of May, 2010, at 10:15 a.m. local time, at the main door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee, such foreclosure notice appearing in said newspaper on April 26, May 3, and May 10, 2010; and

WHEREAS, said sale was made subject to prior liens and encumbrances of record, including liens of real estate taxes, and any applicable restrictions, building liens, and easements; and

WHEREAS, Barbara Rose, as agent of R. Spencer Clift and Nelwyn Inman, successor trustees appeared at the main door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee, on May 17, 2010 at 10:15 a.m. and offered the Property for sale, and after opening the floor for competitive bids, sold the Property to 149 HICKORY HOLLOW TERRACE HOLDINGS, LLC, a Maryland limited liability company, for a bid of Seven Million Three Hundred Thousand Dollars ($7,300,000.00) this being the highest, last and best bid.

NOW, THEREFORE, I, R. Spencer Clift, not individually but as Successor Trustee as aforesaid, in consideration of the premises, $10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents do hereby convey unto **149 HICKORY HOLLOW TERRACE HOLDINGS, LLC**, a Maryland limited liability company and the successors

and assigns of same ("Grantee"), all right, title and interest in and to the following real property (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the Property, free of all statutory and other rights of redemption of Grantor as provided in, but only to the extent provided in, the Amended and Restated Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon, if any, in an AS IS, WHERE IS condition, and without representation or warranty from Successor Trustee and/or Holder as to any matter whatsoever. Without limiting the foregoing, **Successor Trustee disclaims all representations and warranties, express or implied, including warranties of merchantability or fitness for a particular use or purpose. Additionally, Successor Trustee disclaims all representations and warranties as to the absence or presence on or under the property of hazardous substances as defined by any environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act or similar federal and state legislation (collectively, "environmental laws").** Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of environmental laws, and potential flood hazards. By accepting this Trustee's Deed, Grantee agrees to indemnify and hold Successor Trustee and Holder harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated or paid from the trust estate. Grantee assumes full liability for such taxes.

(2) Any mechanic's and materialmen's liens, filed or unfiled, which take priority over the Amended and Restated Deed of Trust upon which the foreclosure sale was held.

(3) Such easements, building lines, recorded plans and restrictions as may be applicable and which take priority over the Amended and Restated Deed of Trust upon which the foreclosure was held.

(4) Any rights of redemption or otherwise held by the Internal Revenue Service or by the State of Tennessee.

(5) Rights or claims of parties in possession.

(6) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

(7) Any and all deeds of trust, fixture filings, liens of any kind or nature, and/or leases which take priority over the Amended and Restated Deed of Trust upon which the foreclosure sale was held.

(8) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Amended and Restated Deed of Trust under which the foreclosure was held.

WITNESS the signature of the Successor Trustee as of the day and date first above written.

R. Spencer Clift, not individually but as
Successor Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared R. Spencer Clift, 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 Successor Trustee, and that he as such Successor Trustee being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name, not individually but as Successor Trustee.

Witness my hand and seal as of the 17 day of May, 2010.

Sue White
Notary Public

My commission expires: 8-22-2012

SUE WHITE
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. AUG. 22, 2012

STATE OF TENNESSEE
COUNTY OF SHELBY

The actual consideration or value, whichever is greater, for this transfer is $7,300,000.00.

Affiant

Subscribed and sworn to before me
this 17 day May, 2010.

Sue White
Notary Public

My Commission Expires: 8-22-2012

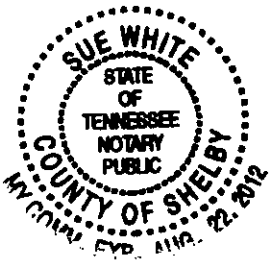


EXHIBIT "A"

Legal Description

Land in Davidson County, Tennessee, being Lot No. J-5, on the Plan of Resubdivision of Lots J-3 and J-5, Section One, Hickory Hollow Terrace, of record in Book 5200, Page 697, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description, said Lot J-5 more particular described as follows:

Being the same property conveyed to Bent Tree Holdings, Inc., by deed from Guaranty Federal Savings Bank, of record in Deed Book 8531, Page 181, Register's Office for Davidson County, Tennessee.

Beginning at an iron rod (old) on the Northwesterly right-of-way margin of Bell Road, right-of-way width varies; said rod being the Northeast property corner of the herein described tract on the Southerly property line of the SCA-North Carolina limited partnership property of record in Deed Book 9994, Page 672, Register's Office for Davidson County, Tennessee (R.O.D.C.); thence;

1. With the Northwesterly margin of Bell Road and the boundary of said Lot J-5, South 38°27'31" West, 784.61 Feet to an iron road (new); thence,

2. With a curve to the right having a radius of 1,562.14 feet, a central angle of 21°29'00", for an arc length of 585.73 feet to an iron rod (new) at the Northeasterly end of the Northerly return curve at the intersection of said Bell Road and Hickory Hollow Terrace, a 50-foot right-of-way; said curve has a chord bearing and distance of South 49°24'05" west 582.31 feet; thence,

3. With said return curve to the right having a radius of 25.00 feet, a central angle of 88°45'27", for an arc length of 38.73 feet to an iron rod (new) on the Northeasterly margin of said Hickory Hollow Terrace, said curve has a chord bearing and distance of North 75°28'41" West, 34.97 feet; thence,

4. With the Northeasterly margin of Hickory Hollow Terrace, North 31'05'57" West, 91.09 feet to an iron rod (new); thence,

5. With a curve to the left having a radius of 1,225.00 feet, a central angle of 29°20'45", for an arc length of 627.42 feet to an iron rod (new) at the Southeast corner of Lot J-4 as shown on the final plat of Section One, Hickory Hollow Terrace of record in Plat Book 5200, Page 546, R.O.D.C. Tennessee; said curve has a chord bearing and distance of North 42°40'52" West, 620.58 feet; thence,

6. Leaving said right-of-way margin with the Easterly property line of said Lot J-4, North 24°54'28" East, 342.67 feet to a concrete monument (old) the Northeasterly corner of said Lot J-4; thence,

7. With the Northerly line of Lot J-4 in part, North 62°12'31" West, 50.07 feet to an concrete monument (old) at the Southeast corner of the James Andrew Layne property of record in Deed Book 10159, Page 521, R.O.D.C., Tennessee; thence,

8. With the East line of Layne and Barbara Annette King, in part, of record in Deed Book 6727, Page 56, R.O.D.C., Tennessee, North 06°50'38" East, 210.04 feet to an iron rod (old) at the Southwest corner of the Phillip Sandon property of record in Deed Book 4688, Page 444, R.O.D.C., Tennessee; thence,

9. With the South line of Sandon and the aforementioned SCA-North Carolina limited partnership property, South 85°57'29" East, 1,309.94 feet to the point of beginning and containing 886,086 square feet or 20.342 acres, more or less as calculated by the above courses and distances which were determined within the precison requirements of an ALTA/ACSM "Urban" Land Title Survey of 1997.

Included in the above description, but excluded from this conveyance is the following property taken for roadway purposes by the state of Tennessee in a condemnation proceeding pursuant to final judgment and decree entered November 5, 1999, under Docket No. 96C-3743, in the Circuit Court for Davidson County, Tennessee, which decree further provides for certain easements, also described below, and to which this conveyance is also subject:

Beginning at a point on the Northwest existing margin of Bell Road, said point being the point of intersection between the Northeast margin of Hickory Hollow Terrace and the grantor with the Northwest existing margin of Bell Road; thence with said existing margin of Hickory Hollow Terrace Southwesterly 360 feet more or less to the intersection with the proposed margin located 13.25 feet left of Hickory Hollow Terrace centerline survey station 26+00 of State Project 19108-2704-54; thence with said proposed margin North 52 degrees 56' 26" East 10.75 feet; thence with a 1144.70 foot radius curve right 191.76 feet to a point located 35.19 feet left of Hickory Hollow Terrace centerline survey station 27+86.50; thence with said proposed margin South 30 degrees 57' 31" East 63.61 feet to a point located 39.0 feet left of Hickory Hollow Terrace centerline station 28+50.0; thence with said proposed margin South 27 degrees 31' 29" East 50.01 feet to a point located 99.49 feet left of Bell Road centerline survey station 13+19.22; thence with said proposed margin a 25.0 foot radius curve left 40.17 feet to the point of beginning containing 3,711 feet and being part of the same property conveyed by Guaranty Federal Savings Bank to Bent Tree Holdings, Inc. of record in book 8531, page 181, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Hickory Hollow, LLC, an Ohio limited liability company, by deed from Bent Tree Holdings, Inc., recorded in Instrument Number 199912280307684, Register's Office for Davidson County, Tennessee.