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

BILL GARRETT, Davidson County
Trans:T20100030783 DEEDTRS
Recvd: 05/21/10 13:07 5 pgs
Fees:28.00 Taxes:6105.00
20100521-0039382

Address of New Owner:	Send Tax Bills to:	Map and Parcel Nos.:
2706 Glenrose Avenue Holdings, LLC 7 St. Paul Street, Suite 1660 Baltimore, Maryland 21202	2706 Glenrose Avenue Holdings, LLC c/o CW Capital Asset Management 7 St. Paul Street, Suite 1660 Baltimore, Maryland 21202	119-080-115.00

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 20th day of May, 2010, by R. Spencer Clift, not individually but as a successor trustee ("Successor Trustees").

WHEREAS, by Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated July 31, 2007, of record as Instrument Number 20070802-0091965, in the Register of Deeds Office of Davidson County, Tennessee (the "Register's Office"), Regency Villas, LLC, a Tennessee limited liability company ("Borrower"), did convey in trust to J. Frank Rudy, Jr., as Trustee, its interest in that certain tract of land described therein to secure payment of a debt in the original principal sum of $2,700,000.00, payable to Countrywide Commercial Real Estate Finance, Inc., a California corporation ("Original Lender"), said Deed of Trust is incorporated herein by reference;

WHEREAS, by Assignment of Leases and Rents (the "Assignment of Leases and Rents") executed July 26, 2007, of record as Instrument Number 20070802-0091967 in the Register's Office, Borrower granted to Original Lender a security interest in and lien on the collateral described therein;

WHEREAS, by UCC-1 financing statement filed of record as Instrument Number 20070802-0091966 in the Register's Office (the "Fixture Filing"), Borrower also granted to Original Lender a security interest in and lien on the collateral described therein;

WHEREAS, the Deed of Trust was assigned to LaSalle Bank National Association, as Trustee for the Registered Holders of Countrywide Commercial Real Mortgage Trust 2007-MF1, Commercial Mortgage Pass-Through Certificates, Series 2007-MF1 ("Original Trustee") pursuant to the Assignment of Deed of Trust, Security Agreement and Fixture Filing of record as Instrument Number 20080227-0019307 in the Register's Office;

WHEREAS, the Assignment of Leases and Rents was assigned to Original Trustee pursuant to the Assignment of Assignment of Leases and Rents of record as Instrument Number 20080227-0019308 in the Register's Office;

WHEREAS, the Fixture Filing was assigned to Original Trustee pursuant to the UCC-3 Financing Statement Amendment filed of record as Instrument Number 20080227-0019309 in the Register's Office;

WHEREAS, U.S. Bank National Association., as Trustee for the Registered Holders of Countrywide Commercial Real Mortgage Trust 2007-MF1, Commercial Mortgage Pass-Through Certificates, Series 2007-MF1 ("Lender") is the true and lawful owner and holder of the debt aforesaid pursuant to the Assignment of Deed of Trust, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents (the "Assignment of Security Documents") of record as Instrument Number 20090319-0024792, and the UCC-3 Financing Statement Amendment filed of record as Instrument Number 20090319-0024793,both in the Register's Office, which debt is secured by the Deed of Trust and other liens described aforesaid;

WHEREAS, by instrument dated as of April 14, 2010, and recorded at Instrument Number 20100415-0028554, in the Register's Office, the Lender, exercising its authority as such owner, holder and beneficiary, appointed Nelwyn Inman and R. Spencer Clift as substitute trustees granting either of them acting alone the authority to act in the place and instead of the Trustee; and

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

WHEREAS, the Lender directed Successor Trustees to sell the Property (as defined below) as provided in the 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 10:00 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 the Successor Trustee appeared at the main door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee, on May 17, 2010 at 10:00 a.m. and announced a continuation of the sale to May 20, 2010, at 10:00 a.m. at which time and place she offered the Property for sale, and after opening the floor for competitive bids, sold the Property to 2706 GLENROSE AVENUE HOLDINGS, LLC, a Maryland limited liability company, for a credit bid of $1,650,000.00 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 GLENROSE AVENUE 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 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 Lender 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 Lender 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 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 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 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 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 a
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 a 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 this 20th day of May, 2010.

Notary Public

My commission expires: 5/4/2014

STACEY LOFT
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. MAY 04, 2014

STATE OF TENNESSEE
COUNTY OF SHELBY

The actual consideration or value, whichever is greater, for this transfer is $1,650,000.00.

Affiant

Subscribed and sworn to before me
as of this 20th day May, 2010.

Notary Public

My Commission Expires: 5/4/2014

STACEY LOFT
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. MAY 04, 2014

C THL01 514301 v3
2904052-000058

EXHIBIT "A"

Legal Description

Land in the Sixth, formerly Ninth, Civil District of Davidson County, Tennessee, being part of Tract No. 1 on the unrecorded plan of Brookside Heights described as follows:

BEGINNING at a point in the northerly margin of Glenrose Avenue, said point being 250 feet, more or less, from the northwest corner of Glenrose Avenue and Thompson Lane; thence with said northerly margin of Glenrose Avenue, westerly 342.57 feet to a point; thence south 88 degrees 28 minutes east 35.71 feet to a point; thence north 1 degree 19 minutes east 446.5 feet to a point on the southerly margin of the N. C. & St. L. right-of-way; thence with said right-of-way, south 87 degrees 52 minutes east 403.48 feet to a point; thence south 2 degrees 23 minutes west 313.28 feet to a point; thence north 87 degrees 37 minutes west 57 feet to a point; thence south 2 degrees 23 minutes west 82.5 feet to a point; thence north 87 degrees 37 minutes west 50 feet to a point; thence south 2 degrees 39 minutes west 124.6 feet to the point of beginning.

Being the same property conveyed to Regency Villas, LLC, a Tennessee limited liability company, by Warranty Deed from Ad-Mar Properties, LLC, of record as Instrument Number 20070802-0091964 in the Register's Office.