Box 34

SPECIAL WARRANTY DEED	STATE OF TENNESSEE, COUNTY OF DAVIDSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $112,900.00. June Boswell *Affiant* Subscribed and sworn to me on August 13, 2010. Bobbie Cooper NOTARY PUBLIC BOBBIE COOPER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My commission expires: _____

NOTARY PUBLIC
Bobbie Cooper
My Commission Expires
November 7, 2012
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
2004 Fourth Avenue North, 3rd Floor
Nashville, TN 37219
Our File #24647SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Rachel M. Sellers 320 11th Avenue, South #435 Nashville, TN 37203	SAME	93-13-B-435

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Velocity Residential, LLC, Tennessee limited liability company **"GRANTOR"**, has bargained and sold, and by these presents does transfer and convey unto Rachel M. Sellers, a single person, **"GRANTEE"**, a certain tract or parcel of land in **Davidson County, State of Tennessee,** more particularly described as follows:

Unit No. 435 of Velocity Residential Condominium (the "Unit") and as established by the Master Deed Establishing Velocity Residential Condominium of record as Instrument No. 20081230-0123572, as amended by First Amendment to Master Deed of record as Instrument No. 20090710-0064468 in the Register's Office for Davidson County, Tennessee. The Velocity Residential Condominium constitutes the Residential Unit in the Velocity Master Condominium, as established by the Master Deed Establishing Velocity Master Condominium, of record as Instrument No. 20081230-0123571, said Register's Office. The Velocity Master Condominium constitutes Unit No. 3 of the Gulch Land Condominium, as established by the Master Deed Establishing Gulch Land Condominium, of record as Instrument No. 20071018-0123668, said Register's Office. Also conveyed herewith is the undivided percentage interest in the Common Elements appurtenant to the Unit as set forth in Exhibit E of the Master Deed Establishing Velocity Residential Condominium. Reference is hereby made to the plat of Velocity Residential Condominium of record as Exhibit D to the Master Deed Establishing Velocity Residential Condominium, for a more complete identification and description of such Unit.

BILL GARRETT, Davidson County
Trans:T20100050716 DEEDWARRSP
Recvd: 08/16/10 14:43 4 pgs
Fees:23.00 Taxes:417.73
20100816-0064604

AFFORDABLE HOUSING USE RESTRICTION: The Grantee, [his/her/its] heirs, successors and assigns, takes title to the Property subject to the following restriction (referred to herein as the "Affordability Requirement") relating to its use, which shall be deemed a covenant running with the land but which shall terminate and be of no further force and effect five (5) years from [date of the original conveyance from Seller]: the Property must be owned by an individual or individuals whose household earnings at the time the individual enters into a binding purchase and sale agreement for the Property are eighty percent (80%) or less of the median income for household size for the Nashville, Tennessee area as defined by the Department of Housing and Urban Development ("HUD"), as adjusted annually by HUD, and if rented, the Property must be rented by an individual or individuals whose household earnings during the term of the lease are eighty percent (80%) or less of the median income for household size for the Nashville, Tennessee area as defined by HUD, as adjusted annually by HUD. Notwithstanding the foregoing, or anything to the contrary set forth herein, the Affordability Requirement shall be tolled at the time the holder of a first mortgage (a "Holder") acquires the Property in the event of foreclosure or pursuant to a deed in lieu of foreclosure. The remaining term of the Affordability Requirement shall begin to run at the time the Holder executes a binding sale and purchase agreement to a subsequent Purchaser or upon the execution of a lease agreement. The Holder must notify MDHA within thirty (30) days of its acquisition of the Property. Purchaser, or any Holder or subsequent purchaser, shall require any prospective owner or renter of the Property to provide satisfactory evidence of his/her family income to MDHA to ensure that the Affordability Requirement has been met at the time of the execution of a binding sale and purchase agreement or lease for the Property.

TAX INCREMENT FINANCING RESTRICTION. By acceptance of this Warranty Deed, Grantee, for herself, her heirs and assigns, covenants that, (i) Grantee shall not discriminate upon the basis of race, color, creed, sex, or national origin in the sale, lease, or rental of the Property, or in the use or occupancy of the Property or any improvements erected or to be erected thereon, and (ii) Until the Tax Increment Financing Restriction (TIF) Note has been repaid in full, Grantee shall not take or support any action or contest any assessment or imposition of property taxes on the Property which would interfere with the ability of Grantor to meet its obligations under the Tax Increment Financing (TIF) Note. Grantee hereby agrees not to contest or permit others to contest any prior assessment or imposition at or below the minimum amount required to enable Grantor to meet its tax increment obligations and shall not initiate or permit others to initiate any contest of any future assessment or imposition unless Grantee first obtains Grantor's consent in writing. Any request for approval by Grantor shall set forth the basis of any proposed contest and Grantee's proposed valuation of the property. All purchasers of condominium units within the property hereby conveyed and all other successors-in-interest to Grantee shall be bound by these covenants, all of which shall run with the land.

Being part of the property conveyed to Velocity in the Gulch, Inc., a Tennessee corporation, by deed from Metropolitan Government and Housing Agency, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, Tenn. Code Ann. § 13-20-101, et. seq., of record as Instrument No. 20071108-0132211 in the Register's Office for Davidson County, Tennessee; and subsequently conveyed to Velocity Residential, LLC, a Tennessee limited liability company, by Quitclaim Deed from Velocity in the Gulch, Inc., a Tennessee corporation, of record as Instrument No. 20100625-0049874 in said Register's Office.

The conveyance of the above described parcel of land is subject to the following:

1. 2010 Davidson County Taxes have been prorated by the parties and assumed by the Grantee.

2. Subject to matters shown on the Plat of Velocity Residential Condominium attached as Exhibit "D" to the Master Deed of record as Instrument No. 20081230-0123572 in said Register's Office.
3. Subject to matters shown on plan of record in Book 9700, page 763, in said Register's Office.
4. Subject to Master Deed Establishing the Gulch Land Condominium of record as Instrument No. 20071018-0123668 in the Register's Office for Davidson County, Tennessee.
5. Subject to Master Deed Establishing Velocity Master Condominium of record as Instrument No. 20081230-0123571 in said Register's Office.
6. Charter of the Gulch Land Condominium Association, Inc., of record as Instrument No. 20071018-0123669 in said Register's Office.
7. Charter of Velocity Master Condominium Association, Inc., of record as Instrument No. 20090105-0000758 in said Register's Office.
8. Charter of the Velocity Residential Condominium Association, Inc., of record as Instrument No. 20090105-0000759 in said Register's Office.
9. The premises herein described is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereof; and also including, without limitation, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Velocity Residential Condominiums of record as Instrument No. 20081230-0123572, as amended by First Amendment to Master Deed establishing Velocity Residential Condominium, of record as Instrument No. 20090710-0064468, Register's Office for Davidson County, Tennessee.
10. Subject to Restrictions set forth in Deeds of record in Book 11621, page 110, and as Instrument No. 20050401-0035633 in said Register's Office.
11. Subject to 5 foot easement for emergency exit and building repair over a portion of Unit No. 3 of the Gulch Land Condominium as shown on the Plat of Gulch Land Condominium attached as Exhibit "D" to the Master Deed Establishing Gulch Land Condominium of record as Instrument No. 20071018-0123668 in said Register's Office.
12. Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances Easement of record as Instrument No. 20071018-0123758 in said Register's Office.
13. Subject to Arts Center Redevelopment Plan of record in Book 10965, page 404, as amended in Book 11625, page 252, and Instrument No. 20020715-0084598 in said Register's Office.
14. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record as Instrument No. 20071029-0127319 in said Register's Office.
15. Easement for Maintenance and Repair of Storm Drainage Facilities and Appurtenances of record as Instrument No. 20071108-0131651 in said Register's Office.
16. Grant of Easement to Comcast of Nashville I, LLC, of record as Instrument No. 20090615-0055406 in said Register's Office.
17. Notice of Land Use Restrictions of record as Instrument No. 20100511-0036052 in said Register's Office.
18. Subject to covenants as set forth in the Quitclaim Deed of record as Instrument No. 20071108-0132211 in said Register's Office.
19. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 320 11th Avenue, South #435, Nashville, TN 37203.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, her heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the GRANTEE, her heirs and assigns, against the lawful claims of all persons claiming by or through GRANTOR, but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The Grantor has caused these presents to be executed by its Authorized Representative on August 13, 2010.

Velocity Residential, LLC, a Tennessee limited liability company:

By: P.I. Holdings No. 1, Inc., a Texas corporation, its sole member

By: Cgarcia

Its: Vice President

STATE OF Texas)
COUNTY OF Dallas)

Before me, the undersigned, a Notary Public of the State and County aforesaid, duly commissioned and qualified, personally appeared Chelo Garcia, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained, and who, upon his oath, acknowledged ~~himself~~ her to be the Vice President of P.I. Holdings No. 1, Inc., a Texas corporation, on behalf of and as the sole member of Velocity Residential, LLC, a Tennessee limited liability company, and Grantor herein, and who is authorized by the Grantor or by its constituent, the constituent being authorized by the Grantor, to execute this instrument on behalf of the Grantor.

WITNESS my hand and seal at office in Dallas, Texas, this 13th day of ~~July~~ August, 2010.

Mary M Stevens
NOTARY PUBLIC

My Commission Expires: 03-30-2011

MARY M STEVENS
Notary Public
STATE OF TEXAS
My Comm. Exp. March 30, 2011