2nd

BILL GARRETT, Davidson County
Trans:T20100056456 DEEDWARRSP
Recvd: 09/08/10 16:02 7 pgs
Fees:38.00 Taxes:11192.50
20100908-0071605

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:
John A. Gupton, III
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
211 Commerce Street, Suite 800
Nashville, Tennessee 37201

ADDRESS NEW OWNER
New Riviera Group
1514 South Street
Nashville TN 37212

SEND TAX BILLS TO:
Same

MAP PARCEL
See Exhibit C attached hereto and by reference incorporated herein

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $3,025,000.00.

Affiant

Subscribed and sworn to before me this the 7th day of September, 2010.

Notary Public

My Commission Expires: 05/20/14

ROBERT A. DEBAECKE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

N DLP1 789344 v1
2825435-000025 09/02/2010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered into this 7 day of September, 2010, by and between **CRAIGHEAD VILLAGE SOUTH, LLC**, a Tennessee limited liability company, whose address is 421 East Iris Drive, Suite 300, Nashville, Tennessee 37204 (hereinafter "Grantor"), and **NEW RIVIERA GROUP**, a Tennessee general partnership, whose address is 1514 South Street, Nashville, Tennessee 37212 (hereinafter "Grantee");

W I T N E S S E T H :

THAT for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey, and confirm unto Grantee the following described real estate, situated and being in Nashville, County of Davidson, State of Tennessee, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.

This is improved property located at 801 Inverness Avenue in Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on **Exhibit B** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto belonging or in anywise appertaining unto Grantee, their heirs and assigns, in fee simple forever.

This conveyance by Grantor is made subject to the Purchase Money Deed of Trust, Assignment of Leases and Security Agreement by Grantor in favor of Grantee, dated as of June 4, 2007, and recorded June 5, 2007, as Instrument No. 20070605-0066711, in the Register's Office of Davidson County, Tennessee (the "Deed of Trust") as set forth on **Exhibit B** attached hereto. It is the intent of the parties that the above described Deed of Trust not merge with the title acquired pursuant to any deed in lieu of foreclosure.

AND, Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the property in fee simple and that is has good right to sell and convey the same.

AND, subject always to those liens, easements, encumbrances and exceptions listed in **Exhibit B** attached hereto, Grantor does hereby covenant with Grantee that title to aforesaid real estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by and through its duly authorized officer on this the day and year first above written.

GRANTOR:

CRAIGHEAD VILLAGE SOUTH, LLC,
a Tennessee limited liability company

By: _____

Name: W E Hostetter

Its: Co-Mgr.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Robert A. DeBaecke, a Notary Public in and for the State and County aforesaid, personally appeared William Hostetter with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Co-Mgr of **CRAIGHEAD VILLAGE SOUTH, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such Co-Mgr, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as such Co-Mgr.

WITNESS my hand and seal at office, on this the 7th day of September, 2010.

Robert A. DeBaecke
Notary Public

ROBERT A. DEBAECKE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 05/20/14

EXHIBIT A

Legal Description

Being all of Units A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A12, A14, A16, A18, A19, A20; B2, B4, B6, B8, B9, B10, B12, B13, B14, B15, B17, B18, B19, B20; C1, C8, C9, C10, C11, C12, C13, C14, C15, D1, D2, D3, D6, D8, D9, D10, D11, D12, D14, D15, D16, D17, D18, D19 and D20, being a part of Craighead Village South Condominiums, as shown on the Master Deed Establishing Village South Condominiums, dated July 26, 2007 and recorded in the Davidson County Register of Deeds Office as instrument no. 20070821-0100079.

Being part of the same property conveyed to Craighead Village South, LLC, a Tennessee limited liability company by Special Warranty Deed from New Riviera Group, a Tennessee general partnership, of record in Instrument No. 20070605-0066707, and by Quitclaim Deed of record in Instrument No. 20070605-0066708, both dated June 4, 2007, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. Taxes for the year of 2010, a lien which is not yet due and payable.

2. Charter of Village South Condominium Owner's Association, Inc. of record as Instrument No. 20070803-0092363, in the Register's Office for Davidson County, Tennessee.

3. 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 the easements, rights and interest 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 thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Village South Condominiums of record as Instrument No. 20070821-0100079, in the Register's Office for Davidson County, Tennessee.

4. Easement Agreement of record as Instrument No. 20071211-0142913, in the Register's Office for Davidson County, Tennessee.

5. Easement and Right of Entry Agreement recorded in Book 9523, Page 521, in the Register's Office for Davidson County, Tennessee.

6. Purchase Money Deed of Trust, Assignment of Leases and Security Agreement, by Craighead Village South, LLC, a Tennessee limited liability company, trustor, to John A. Gupton, III, trustee, for the benefit of New Riviera Group, a Tennessee general partnership, beneficiary, to secure a note in the original amount of $4,788,000.00 secured thereby, dated June 4, 2007, of recorded as Instrument No. 20070605-0066711, in the Register's Office for Davidson County, Tennessee; subject to Partial Release(s) of record in the Register's Office for Davidson County, Tennessee recorded as follows:

(a) Instrument No. 20080114-0003786 (Unit C-6)
(b) Instrument No. 20080813-0083151 (Units A-13, A-15, B-1, B-5, B-7, B-11, C-2, C-4, C-5, C-7, D-5 and D-13)
(c) Instrument No. 20090526-0048136 (Unit A-11)
(d) Instrument No. 20090729-0071090 (Unit C-3)
(e) Instrument No. 20091123-0107143 (Unit D-4)
(f) Partial Release for Unit D-7 will be recorded simultaneously herewith.

7. Rights of tenants, as tenants only, under recorded or unrecorded leases.

EXHIBIT C

Map/Parcel Numbers

Unit A-1	Map 118-02-0-C, Parcel 001.00 CO
Unit A-2	Map 118-02-0-C, Parcel 002.00 CO
Unit A-3	Map 118-02-0-C, Parcel 003.00 CO
Unit A-4	Map 118-02-0-C, Parcel 004.00 CO
Unit A-5	Map 118-02-0-C, Parcel 005.00 CO
Unit A-6	Map 118-02-0-C, Parcel 006.00 CO
Unit A-7	Map 118-02-0-C, Parcel 007.00 CO
Unit A-8	Map 118-02-0-C, Parcel 008.00 CO
Unit A-9	Map 118-02-0-C, Parcel 009.00 CO
Unit A-10	Map 118-02-0-C, Parcel 010.00 CO
Unit A-12	Map 118-02-0-C, Parcel 012.00 CO
Unit A-14	Map 118-02-0-C, Parcel 014.00 CO
Unit A-16	Map 118-02-0-C, Parcel 016.00 CO
Unit A-18	Map 118-02-0-C, Parcel 018.00 CO
Unit A-19	Map 118-02-0-C, Parcel 019.00 CO
Unit A-20	Map 118-02-0-C, Parcel 020.00 CO
Unit B-2	Map 118-02-0-C, Parcel 022.00 CO
Unit B-4	Map 118-02-0-C, Parcel 024.00 CO
Unit B-6	Map 118-02-0-C, Parcel 026.00 CO
Unit B-8	Map 118-02-0-C, Parcel 028.00 CO
Unit B-9	Map 118-02-0-C, Parcel 029.00 CO
Unit B-10	Map 118-02-0-C, Parcel 030.00 CO
Unit B-12	Map 118-02-0-C, Parcel 032.00 CO
Unit B-13	Map 118-02-0-C, Parcel 033.00 CO
Unit B-14	Map 118-02-0-C, Parcel 034.00 CO
Unit B-15	Map 118-02-0-C, Parcel 035.00 CO
Unit B-17	Map 118-02-0-C, Parcel 037.00 CO
Unit B-18	Map 118-02-0-C, Parcel 038.00 CO
Unit B-19	Map 118-02-0-C, Parcel 039.00 CO
Unit B-20	Map 118-02-0-C, Parcel 040.00 CO
Unit C-1	Map 118-02-0-C, Parcel 041.00 CO
Unit C-8	Map 118-02-0-C, Parcel 048.00 CO
Unit C-9	Map 118-02-0-C, Parcel 049.00 CO
Unit C-10	Map 118-02-0-C, Parcel 050.00 CO
Unit C-11	Map 118-02-0-C, Parcel 051.00 CO
Unit C-12	Map 118-02-0-C, Parcel 052.00 CO
Unit C-13	Map 118-02-0-C, Parcel 053.00 CO
Unit C-14	Map 118-02-0-C, Parcel 054.00 CO
Unit C-15	Map 118-02-0-C, Parcel 055.00 CO

Unit D-1	Map 118-02-0-C, Parcel 057.00 CO
Unit D-2	Map 118-02-0-C, Parcel 058.00 CO
Unit D-3	Map 118-02-0-C, Parcel 059.00 CO
Unit D-6	Map 118-02-0-C, Parcel 062.00 CO
Unit D-8	Map 118-02-0-C, Parcel 064.00 CO
Unit D-9	Map 118-02-0-C, Parcel 065.00 CO
Unit D-10	Map 118-02-0-C, Parcel 066.00 CO
Unit D-11	Map 118-02-0-C, Parcel 067.00 CO
Unit D-12	Map 118-02-0-C, Parcel 068.00 CO
Unit D-14	Map 118-02-0-C, Parcel 070.00 CO
Unit D-15	Map 118-02-0-C, Parcel 071.00 CO
Unit D-16	Map 118-02-0-C, Parcel 072.00 CO
Unit D-17	Map 118-02-0-C, Parcel 073.00 CO
Unit D-18	Map 118-02-0-C, Parcel 074.00 CO
Unit D-19	Map 118-02-0-C, Parcel 075.00 CO
Unit D-20	Map 118-02-0-C, Parcel 076.00 CO