Prepared By:
Capital One
Special Assets Dept
265 Broadhollow Rd.
Melville NY 11747

BILL GARRETT, Davidson County
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DEED WITHOUT WARRANTY

UNITED STATES OF AMERICA

BY: GREENPOINT MORTGAGE FUNDING, INC.

STATE OF TENNESSEE

TO: HARVARD STEPHENS

COUNTY OF DAVIDSON

BE IT KNOWN, that on the dates set forth below,

DECEMBER 10, 2010

BEFORE US, the undersigned Notaries Public duly commissioned and qualified in and for the States and County, respectively, as indicated below:

PERSONALLY CAME AND APPEARED:

GREENPOINT MORTGAGE FUNDING, INC., organized and existing under the laws of the United States, whose taxpayer identification number is 13-3210378; appearing herein by and through JUDITH FITZGERALD, its BANK OFFICER, pursuant to resolutions of its board of directors, a certificate of which is attached hereto and made a part hereof, whose mailing address is: 265 BROADHOLLOW RD, MELVILLE, NY 11747 (the "Grantor");

who declared that it does by these presents, grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, without any warranty of any nature or kind whatsoever, not even for the return of the purchase price, but with full substitution and subrogation in and to all of the rights and actions of warranty which it has or may have against all preceding owners and Grantors, unto:

(the "Grantee"); **HARVARD STEPHENS**

here present, accepting, and purchasing for itself, its heirs, successors, and assigns, and acknowledging due delivery thereof, the following described property (the "Property"):

1100 THOMPSON PLACE, NASHVILLE, TN (exhibit A attached)

Together with all of the Grantor's right, title, and interest in any leases affecting all or any part of the property described above (the "Leases") and all of the Grantor's obligations under any service agreements and any other contracts affecting all or any part of the property described above (the "Contracts").

TO HAVE AND TO HOLD the Property unto the Grantee, its heirs, successors, and assigns, forever.

This sale is made and accepted for and in consideration of the price and sum of EIGHT HUNDRED FIFTY THOUSAND DOLLARS(** $850,000 **) DOLLARS, cash, which the Grantee has well and truly paid, in ready and current money, to the Grantor, who hereby acknowledges receipt thereof and grants full acquittance and discharge therefor.

The Grantee agrees as follows:

1. The Grantee hereby acknowledges and confirms that the sale, transfer, and conveyance in this Deed without Warranty of all of the Grantor's right, title, and interest in the Property is made without any warranty of any nature, kind, or character whatsoever, either express or implied, including, without limitation, any warranty as to (a) the quality, nature, adequacy, and physical condition of the Property, including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, and electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, (b) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater, (c) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property, (d) the development potential, income potential, or operating expenses of the Property, (e) the Property's value, use, habitability, or merchantability, (f) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (g) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (h) the compliance of the Property or its operation with all codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions (collectively, the "Laws") of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, the Environmental Laws (as hereinafter defined), (i) the presence of Hazardous Materials (as hereinafter defined) on, under, or about the Property or the adjoining or neighboring property, (j) the quality of any labor and materials used in any improvements included in the Property, (k) the title to the Property, (1) any leases, service contracts, or other agreements affecting the Property, (m) the economics of the operation of the Property, (n) the freedom of the Property, including all improvements located thereon, from vices or defects, (o) the freedom of the Property from either latent or apparent defects, (p) peaceable possession of the Property, (q) environmental matters of any kind or nature whatsoever relating to the Property, including all improvements located thereon, and (r) any other matter or matters of any nature or kind whatsoever relating to the Property.

2. The Grantee hereby acknowledges and confirms that as a material and integral consideration for the execution of this Deed without Warranty by the Grantor, the Grantee waives and releases the Grantor from any and all claims and causes of action that the Grantee may have or hereafter may be otherwise entitled to, based on (a) the quality, nature, adequacy, and physical condition of the Property, including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, and electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, (b) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater, (c) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property, (d) the development potential, income potential, or operating expenses of the Property, (e) the Property's value, use, habitability, or merchantability, (f) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (g) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (h) the compliance of the Property or its operation with all Laws of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, the Environmental Laws (as hereinafter defined), (i) the presence of Hazardous Materials (as hereinafter defined) on, under, or about the Property or the adjoining or neighboring property, (j) the quality of any labor and materials used in any improvements included in the Property, (k) the title to the Property, (l) any leases, service contracts, or other agreements affecting the Property, (m) the economics of the operation of the Property, (n) the freedom of the Property, including all improvements located thereon, from vices or defects, (o) the freedom of the Property from either latent or apparent defects, (p) peaceable possession of the Property, (q)

environmental matters of any kind or nature whatsoever relating to the Property, including all improvements located thereon, and (r) any other matter or matters of any nature or kind whatsoever relating to the Property, whether in the nature of redhibition, reduction or return of the purchase price, concealment, or any other theory of law. The Grantee further assumes the risk as to all vices and defects in the Property, including all improvements located thereon, whether those vices or defects are latent or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would have deterred the Grantee from making the purchase.

3. The Grantee hereby acknowledges and confirms that the Grantee (a) has had ample opportunity to fully inspect the Property, (b) has inspected the Property to the extent the Grantee desired, (c) is purchasing the Property in its present condition, (d) agreed to purchase the Property subject to any physical encroachments on the Property or any physical encroachments by improvements located on the Property onto adjacent property, (e) is fully aware that the Property may contain materials, conditions, or substances that affect the Property that are regulated or prohibited by Environmental Law (as hereinafter defined), and (f) to the fullest extent permitted by law waived and relinquished, and does hereby waive and relinquish, any and all rights to void the sale, to damages, or for a reduction or return of the purchase price on account of some latent or apparent vice or defect in the Property.

4. The Grantee declares, acknowledges, and confirms that the above terms and conditions have been fully explained to the Grantee, that the Grantee understands that the Grantee's execution of this Deed without Warranty on such terms and conditions as are hereinabove set forth constitutes a full and complete waiver and release of the Grantee's right to cancel, rescind, or void this Deed without Warranty in whole or in part, or to damages on grounds of redhibition or under any other theory of law, for any reason whatsoever having to do with the title, condition, zoning, repair, nature, fitness for a particular purpose, peaceable possession, or quality of the Property, any vice or defect of the Property, or any other matter relating to the Property, now or in the future.

5. The Grantee, on behalf of itself and its successors and assigns, hereby waives, releases, acquits, holds harmless, and forever discharges, and agrees to indemnify and does hereby indemnify the Grantor and the Grantor's parent corporation and any other person or entity acting on behalf of the Grantor and the successors and assigns of any of the preceding (collectively, the "Indemnified Parties") of, from, and against any and all costs, losses, attorneys fees, damages, claims, actions, suits, liabilities, judgments, penalties, fines, liens, causes of action, demands, rights, and expenses (collectively, the "Indemnity Claims") whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, now existing or which may arise in the future, on account of, in any way related to, or in connection with any past, present, or future physical characteristic or condition of the Property, of every type, nature, kind, and character whatsoever, or on account of, in any way related to, or in connection with any Laws of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, any federal, state, or local laws, rules, regulations, codes, ordinances, judgments, orders, decisions, directives, or guidelines relating to (a) the use or condition of the Property, (b) activities conducted thereon, (c) the environment, (d) flammable, explosive, carcinogenic, toxic, or hazardous materials, wastes, or substances, including, without limitation, petroleum, its products, by-products, and derivatives, other hydrocarbons, oil, crude oil, natural or synthetic gas, polychlorinated biphenyls, asbestos, urea formaldehyde, radon, radioactive materials, and thermal irritants (collectively, "Hazardous Materials"), (e) health, or (f) safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33

U.S.C. § 1251 et seq., the Toxic Substances Control Act of 1976, as amended by the Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. § 2601 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 et seq., the Clean Air Act of 1966, 42 U.S.C. § 7401 et seq., the National Environmental Policy Act of 1969, 42 U.S.C. § 4321, the Endangered Species Act of l973, 16 U.S.C. § 1521 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq., the Safe Drinking Water Act of 1974, 42 U.S.C. § 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1808 et seq., the Pollution Prevention Act of 1990, 42 U.S.C. § 13101 et seq., and any TENNESSEE act or law, as all of the foregoing statutes have been and hereafter may be amended from time to time (collectively the "Environmental Laws").

6. The foregoing provisions shall be subject to TENESSEE law.

Property taxes for the current year on the herein described property are prorated among the parties and are final; payment of these taxes, if any become due and owing is the full responsibility of the Grantee.

The Grantee hereby assumes all of the Grantor's obligations arising after the execution of this Deed without Warranty under the terms of any Leases or Contracts and does hereby agree to indemnify, defend, and hold the Indemnified Parties harmless from any and all Indemnify Claims arising out of or under the Leases or Contracts after the execution of this Deed without Warranty.

All parties to this act confirm, acknowledge, and agree that the notary public before whom this Deed without Warranty is executed by the Grantor shall have no responsibility or liability whatsoever of any nature, type, or kind, express or implied, for (1) obtaining mortgage, conveyance, tax, and any and all other researches and certificates, (2) examining title to the Property, (3) obtaining a title insurance policy insuring title to the Property, or (4) obtaining a survey of the Property. The Grantee confirms, acknowledges, and agrees that the notary public before whom the Grantor executes this Deed without Warranty in no way whatsoever represents any interest of any type, kind, or nature whatsoever, express or implied, of the Grantee, and the Grantee expressly agrees that the notary public before whom the Grantor executes this Deed without Warranty shall have no responsibility or liability whatsoever of any type, kind, or nature whatsoever to the Grantee. This Deed without Warranty shall become effective upon its execution by the last party to execute this Deed without Warranty, and the notary public before whom the Grantee executes this Deed without Warranty hereby agrees to be solely responsible for recording this Deed without Warranty in the public records.

GRANTOR:
GREENPOINT MORTGAGE FUNDING, INC.

BY: _____
JUDITH FITZGERALD
its BANK OFFICER

GRANTEE:

_____

THE STATE OF NEW YORK
COUNTY OF Suffolk

Before me, the undersigned Notary Public, on this day personally appeared Judith Fitzgerald Bank Officer of Greenpoint Mortgage Funding, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under by hand and seal of office this 9th day of Dec. A.D., 2010.

Victoria T. Brown
Notary Public, State of New York

Notary's Printed Name: VICTORIA T. BROWN

Notary's Expiration Date: 10/31/2014

VICTORIA T. BROWN
Notary Public, State of New York
No. 01BR5035393
Qualified in Suffolk County
Commission Expires October 31, 2014

THE STATE OF TENNESSEE
COUNTY Davidson

Before me, the undersigned Notary Public, on this day personally appeared Harvard Stevens, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under by hand and seal of office this 10 day of December, A.D., 2010.

Notary Public, State of TENNESSEE

Notary's Printed Name: David R.A. Roetger

Notary's Expiration Date:

DAVID R.A. ROETGER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 07-21-2013

Send Tax Bills To: NEW OWNER
Harvard Stephens
1100 Thompson Place
Nashville TN 37217

Map/ Parcel:
10713014000

The actual consideration or value, whichever is greater , for this transfer is $850,000.00.

EXHIBIT A

Being a tract of land lying in the Third Civil District of Davidson County, Tennessee, bounded on the North by Thompson Place, on the East by the Lands of A. J. Smith, on the West by the Crestview Apartments Property, and on the South by the Williamsburg Corporation Property, being more particularly described as follows:

Said tract of land begins at an iron pin on the Southerly margin of Thompson Place at the Northeast corner of the Crestview Apartments Property; thence with the Southerly margin of Thompson Place in an easterly direction with a curve to the right with a radius of 1885.27 feet, a distance of 24 feet to an iron pin; thence continuing with said margin South 85 degrees 46' East, 18.30 feet to an iron pin on said margin; thence continuing with said margin and a curve to the left with the radius of 2,316.70 feet, a distance of 197.79 feet to an iron pin at the Northwest corner of the A. J. Smith Property; thence with A. J. Smith's Westerly line South 3 degrees 14' 10" West, 432.36 feet to an iron pin at the Southwest corner of the A. J. Smith Property and in the Northerly line of the Williamsburg Corporation Property; thence with the Northerly line of the Williamsburg Corporation Property North 85 degrees 42' 30" West, 240 feet to an iron pin at the Southeast corner of the Crestview Apartments Property; thence with the East boundary of the Crestview Apartments Property North 3 degrees 14' 10" East,423.51 feet to the point of beginning, and containing 2.35 acres, more or less.

Being the same property conveyed by Substitute Trustee's Deed from Michael G. Abelow, Substitute Trustee to GreenPoint Mortgage Funding, Inc. as recorded on the 18th day of June, 2010 in Instrument No. 20100618-0047562 and Warranty Deed from Bellicose Property Development, Inc., a Tennessee Corporation to DW & WS Partnership, RLLLP, a Virginia Partnership as recorded on the 31st day of August, 2007 in Instrument No. 20070831-0104988, in the Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Harvard Stephens by Deed from Greenpoint Mortgage Funding, Inc. as recorded on the ___ day of December, 2010 in Instrument No. _____, in the Register's Office of Davidson County, Tennessee.