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Prepared by:
Quilling, Selander, Lownds, Winseltt & Moser, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
File No. 3389.0234

NEW OWNER/SEND TAX BILL:
Carter-Haston Holdings, LLC
3301 West End Avenue, Suite 200
Nashville, Tennessee 37203

After recording return to:
First American Title Insurance Company
National Commercial Services
1825 Eye Street NW, Suite 302
Washington, D.C. 20006
Attn: Brian A. Lobuts
NCS-422511A/TB

163-
292.00

BILL GARRETT, Davidson County
Trans:T20110014548 DEEDWARRSP
Recvd: 03/10/11 15:15 6 pgs
Fees:33.00 Taxes:31820.00
20110310-0019277

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DAVIDSON §

149 Hickory Hollow Terrace Holdings, LLC, a Maryland limited liability company, ("**Grantor**"), whose mailing address is c/o CWCapital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500, West, Bethesda, Maryland 20814, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY, and by these presents does GRANT, SELL and CONVEY, unto **Abbington Heights/BWT, L.P.**, a Tennessee limited partnership, having an address at 3301 West End Avenue, Suite 200, Nashville, Tennessee 37203 ("**Grantee**"), the following described property:

(i) That certain real property in Davidson County, Tennessee, which is described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Land**");

(ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**"); and

(iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "**Appurtenances**").

The Land, Improvements and Appurtenances are collectively referred to herein as the "**Property**".

TO HAVE AND TO HOLD the property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to, the proper use, benefit

and behoove of Grantee, subject only to those matters set forth in **Exhibit B** attached hereto and by this reference incorporated herein, forever in **FEE SIMPLE**.

AND Grantor will only warranty and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor only, but no others.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED AND REPRESENTATIONS, COVENANTS AND WARRANTIES CONTAINED IN THE PURCHASE AGREEMENT OR IN CLOSING DOCUMENTS THEREUNDER) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

[SIGNATURE PAGE FOLLOWS]

EXECUTED AND DELIVERED the 9th day of March, 2011.

149 Hickory Hollow Terrace Holdings, LLC
a Maryland limited liability company

By: 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, its sole member/manager

By: CWCapital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Ben Miller, Vice President

ACKNOWLEDGMENT

STATE OF MARYLAND §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Ben Miller, Vice President of CWCapital Asset Management LLC, the special servicer to 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, the sole member/manager of 149 Hickory Hollow Terrace Holdings, LLC, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of March, 2011.

Notary Public, State of Maryland
My Commission Expires: 11/30/2014

My Commission Expires 11/30/2014

SHEREMEE D. GRIFFIN NOTARY PUBLIC MY COMMISSION EXPIRES 11/30/2014 MONTGOMERY COUNTY, MD

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.

Included in the above description, but excluded from this conveyance is the following property taken for roadway purposes by the State of Tennessee in the 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 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° 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° 57' 31" East 63.61 feet to a point located 39.00 feet left of Hickory Hollow Terrace centerline station 28±50.0; thence with said proposed margin South 27° 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 25.00 foot radius curve left 40.17 feet to the point of beginning 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 in Trustee's Deed of record in Instrument 20100518-0038418, in the Register's Office, Davidson County, Tennessee.

EXHIBIT B
Permitted Exceptions

1. All matters shown on plat of record in Plat Book 5200, Page 697, in the Register's Office, Davidson County, Tennessee, and which contain no reversionary clause but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

2. Right-of-Way Agreement recorded in Book 2203, Page 565 and as evidenced in General Warranty Deed of record in Book 2875, Page 299; and as amended by Partial Release of record in Book 5118, Page 797, in the Register's Office, Davidson County, Tennessee.

3. Storm Water Detention Agreement between Bent Tree Apartments, LTD. and The Metropolitan Government of Nashville and Davidson County recorded in Book 6406, Page 917, in the Register's Office, Davidson County, Tennessee.

4. Easements granted the State of Tennessee by Final Judgment and Decree under Docket Number 96C-3743 in the Circuit Court for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, L. Marc Cartol, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $8,600,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant–Grantee

Subscribed and sworn before me this 8th day of March 2011.

Notary Public
My Commission Expires: 10-3-11

NELDA HARRISON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON