SPECIAL WARRANTY DEED

THIS DEED, between Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America hereinafter called Grantor, and Gilbert/Smith, L. married hereafter called Grantee.

WITNESSETH, That said Grantor for and in consideration of the sum of ten dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, has bargained and sold, and by these presents, does transfer and convey unto the said Grantee, and unto its successors and assigns, certain property described as follows:

The following described property located in Davidson County, Tennessee, to-wit:

Unit Number 37, as created and established by the Master Deed and By-Laws for River Glen, a Horizontal Property Regime, of record in Book 7566, Page 571, as amended in Instrument Number 200409150111299 and Instrument Number 200409150111301, in the Register's Office for Davidson County, Tennessee, and as shown on the Condominium's Site Plan of River Glen, Phase One, of record in Plat Book 6900, Pages 650 and 651, as amended in Plat Book 6900, Page 671, in the Register's Office for Davidson County, Tennessee, to all of which reference is hereby made for a more complete description, together with an undivided percentage interest in the Common Elements allocated to said Unit as set forth in said Master Deed and By-Laws, as may be from time to time amended as provided therein.

This legal description is identical with that in Deed of Trust recorded in Instrument Number 20071116-0134787 in the Register's Office of Davidson County, Tennessee.

For prior title, see Deed recorded in Instrument Number 20110302-0016732, in said Register's Office.

TO HAVE AND TO HOLD the said parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said Grantee and its successors and assigns, forever.

Subject to any unpaid taxes, easements and restrictions.

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY TO A BONAFIDE PURCHASER FOR VALUE FOR A SALES PRICE OF GREATER THAN $45,000.00 FOR A PERIOD OF THREE MONTHS FROM THE DATE OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN $45,000.00 FOR A PERIOD OF THREE MONTHS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.

Grantor does further covenant and bind Grantor's successors, to warrant and forever defend the title to the said Grantee and its successors and assigns, against the lawful claims of all persons by, through or under it, but not further or otherwise.

Fannie Mae A/K/A Federal National Mortgage Association

By: Shapiro & Kirsch, LLP, Attorney-in-Fact

BY: Scedella McAtee

Scedella McAtee

Title: Authorized Signatory

BILL GARRETT, Davidson County
Trans:T20110028376 DEEDWARRSP
Recvd: 05/12/11 10:35 2 pgs
Fees:13.00 Taxes:148.00
20110512-0036474

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, in and for said State and County aforesaid, duly commissioned and qualified, personally appeared SCEDELLA MCATEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be) and who, upon oath, acknowledged herself to be an authorized signatory of SHAPIRO & KIRSCH, LLP, the Attorney-in-Fact for Fannie Mae A/K/A Federal National Mortgage Association, the within named bargainor, and that she, as such authorized signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Federal National Mortgage Association by SHAPIRO & KIRSCH, LLP, as Attorney-in-Fact, and who acknowledged that she executed the same as the free act and deed of SHAPIRO & KIRSCH, LLP, as the free act and deed of Federal National Mortgage Association.

WITNESS my hand and Official Seal at Office this 10th day of May, 2011.

Notary Public

ROBERT SCHNEIDER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

My commission expires: 3-25-12

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $40,000.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 11 day of May, 2011.

Notary Public

PATRICIA NICHOLLS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My commission expires: 11/7/12

Property Address: 2730 Penn Meade Drive, Nashville, Tennessee 37214

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Gilbert L. Smith
3332 Elm Hill Pike
Nashville, TN. 37214

S & K File # 11-016499

Map & Parcel - 052130A03700CO

THIS INSTRUMENT PREPARED BY:
Shapiro & Kirsch, LLP
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566