SPECIAL WARRANTY DEED



SUZANNE MOLNAR
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 3-17-2015

STATE OF Ohio
COUNTY OF Cuyahoga

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $62,000.00

Affiant Dean Passwaiter

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF May 2011

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Resource Title National Agency, Inc.
7100 East Pleasant Valley Road Suite 100
Independence, OH 44131
216-520-0050

RT10609

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Steven Mount and Emily Mimms	Steven Mount & Emily Mimms	092-05-0 249.00
(NAME) 3405 Batavia St.	(NAME) 3405 Batavia Street	
(ADDRESS)	(ADDRESS)	
Nashville TN 37209 (CITY) (STATE) (ZIP)	Nashville, TN 37209 (CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF ALL WHICH IS HEREBY ACKNOWLEDGED, BY THE GRANTOR, **Whole Loan Trust 2010 LLC**, SAID GRANTOR DOES HEREBY BARGAIN, SELL, TRANSFER AND CONVEY UNTO **Steven Mount and Emily Mimms**, both are single AND THEIR HEIRS OR ASSIGNS, SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD AND MATTERS AN ACCURATE SURVEY WOULD REVEAL, THAT CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE IS SUBJECT TO: 1) Current years taxes which have been prorated and assumed by the Grantee(s); 2) All restrictions of record; 3) All easements of record; 4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable government and zoning regulations.

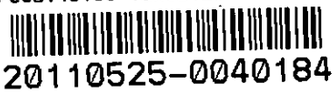
unimproved ☐

This is improved ☒ property, known as 3405 Batavia St. Nashville 37209
(House Number, (Street) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging, unto said Grantee **Steven Mount and Emily Mimms**, and his/her/their assigns, forever.

Said **Whole Loan Trust 2010 LLC**, warrants the title to said property against the claims of all persons claiming, or to claim the same or any part thereof, by, through or under the said Grantor, but not otherwise.

BILL GARRETT, Davidson County
Trans:T20110031264 DEEDWARRSP
Recvd: 05/25/11 15:08 8 pgs
Fees:43.00 Taxes:229.40



20110525-0040184

IN WITNESS WHEREOF, the said **Whole Loan Trust 2010 LLC**, has executed this deed this 13th day of May, 20 11.

For the property commonly known as:
3405 Batavia St.
Nashville, TN 37209

Whole Loan Trust 2010 LLC

By: The Bank of New York Mellon Trust Company, National Association, not in its individual capacity but solely as Asset Trustee

By: Emily R Sobkowiak

Name: Emily R. Sobkowiak

Title: Associate

STATE OF Illinois

COUNTY OF Cook

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, appeared, EMILY SOBKOWIAK known to me or satisfactorily proven (on the basis of satisfactory evidence) to be and acknowledges him/herself to be the Associate of BoNM Trust Co 2010, of said **Whole Loan Trust 2010 LLC by The Bank of New York Mellon Trust Company, National Association, not in its individual capacity but solely as Asset Trustee**, the within named bargainor, and that he/she as such Associate, being authorized so to do, executed the foregoing instrument for the purposed therein contained and acknowledged that he/she execute the same of record in Book _____, Page _____ or in Instrument Number _____ of record in Register's Office for Davidson County, Tennessee.

Witness my hand and Notarial Seal this 13th day of May, 20 11.

Danita S. George
Notary Public

My Commission expires: Nov. 9, 2013

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
DANITA S GEORGE
MY COMMISSION EXPIRES
NOVEMBER 9, 2013

RETURN TO:

7100 E. Pleasant Valley Road Suite 100
Independence, OH 44131
Phone: 216-520-0050 Fax: 216-520-1431
www.rtnal.com
http://resourcetitle.wordpress.com

RT10609

3405 Batavia St.
Nashville, TN 37209

Escrow File No.: **RT10609**

EXHIBIT "A"

Real estate located in Davidson County, Tennessee. described as follows:

Being Lot Number 67 on the plan of College Hill Subdivision, Section II, as of record in Book 2133, Page 52, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Kimberly L. Crawley, an unmarried woman by Warranty Deed from Michael V. Graves, dated February 23, 2007 and recorded on February 28, 2007 in Instrument Number 20070228-0024381, Register's Office for Davidson County, Tennessee, AND;

Being the same property conveyed to Pledged Property II, LLC by Substitute Trustee's Deed from Arnold M. Weiss, as Substitute Trustee, dated September 1, 2009 and recorded September 17, 2009 in Instrument No. 20090917-0086905, Register's Office for Davidson County, Tennessee, AND;

Being the same property conveyed to Whole Loan Trust 2010 LLC by QuitClaim Deed from Pledged Property II, LLC, dated October 19, 2010 and recorded October 25, 2010 in Instrument No. 20101025-0085167, Register's Office for Davidson County, Tennessee, AND;

WHOLE LOAN TRUST 2010 LLC
LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (the "Agreement") of Whole Loan Trust 2010 LLC, a Delaware limited liability company (the "Company"), is entered into as of the 15th day of October, 2010 by Whole Loan Trust 2010, a Delaware statutory trust (the "Member").

W I T N E S S E T H:

WHEREAS, the Member is a Delaware statutory trust that was formed pursuant to the Trust Agreement dated as of October 15, 2010 by and among Commerzbank AG, Grand Cayman Branch, as the Depositor, The Bank of New York Mellon Trust Company, National Association, as Asset Trustee and BNY Mellon Trust of Delaware, as Delaware Trustee (the "Trust Agreement"). All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Trust Agreement; and

WHEREAS, the Company was formed upon the filing of the Certificate of Formation with the Secretary of State of the State of the State of Delaware on October 15, 2010 in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the "Act");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Name. The name of the limited liability company is:

Whole Loan Trust 2010 LLC

2. Term. The Company shall have perpetual existence.

3. Purpose. The Company may carry on any lawful business, purpose or activity for which limited liability companies may be organized under the Act (the "Business"). The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the Business.

4. Member. The name and business address of the Member is as follows:

Name	**Address**
Whole Loan Trust 2010	c/o The Bank of New York Mellon Trust Company, National Association 2 North LaSalle Street, Suite 1020 Chicago, Illinois 60602 Attention: Shantelle Jones Harris
With a copy to:	The Bank of New York Mellon 101 Barclay Street, 4W New York, New York 10286

Attention: Corporate Trust - Michael Cerchio

5. Powers.

(a) Management. The business and affairs of the Company shall be managed by The Bank of New York Mellon Trust Company, National Association, not in its individual capacity but solely in its capacity as the Asset Trustee (the "Manager"). Subject to the provisions of the Trust Agreement, the Manager shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the purposes described herein, including all powers, statutory or otherwise, possessed by the Manager under the Act.

(b) Authority and Certain Powers of Member. Without limiting the generality of Section 5(a) above, subject to the provisions of the Trust Agreement, the Manager shall have power and authority, on behalf of the Company:

(i) To do and perform all acts as may be necessary or appropriate to conduct of the Business;

(ii) To purchase liability and other insurance to protect the Company's property and business;

(iii) To appoint from time to time such employees or other agents as the Business may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in this Agreement, or as the Manager may from time to time determine;

(iv) To employ accountants, legal counsel, managing agents or other experts or consultants to perform services for the Company and to compensate them from Company funds; and

(v) To cause the Company to enter into any Trust Document and perform all of its obligations as contemplated thereby.

(c) Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon a certificate of the Manager to the effect that it is then acting as the Manager and upon the power of the Manager as herein set forth.

(d) Limitations on Actions. Notwithstanding anything to the contrary in this Agreement, the Member or the Manager shall not cause the Company to take any action which the Member or the Company is not permitted to take pursuant to the terms of the Trust Agreement or the Act.

6. Percentage Interest. The percentage interest in the Company held by the Member shall be 100%.

7. Tax. The Company shall file an IRS Form SS-4 (Application for Employer Identification Number) immediately following its formation in order to receive an employer identification number issued by the Internal Revenue Service. The Company shall file an IRS Form 8832

(Entity Classification Election) with the Internal Revenue Service Center (Cincinnati, OH 45999) immediately following its formation. Pursuant to such filing, the Company shall elect to be classified as an association taxable as a corporation, which election shall take effect as of the date of formation.

8. Assignments. The Member may not assign in whole or in part its limited liability company interest in the Company without the prior written consent of the Depositor.

9. Withdrawal of a Member. The Member may not withdraw from the Company except in accordance with the Act and the Trust Agreement.

10. Amendments. This Agreement may be amended from time to time by the Member with the prior written consent of Depositor.

11. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

12. Trust Agreement. In connection with any actions taken by the Manager under this Agreement, the Manager shall be afforded the same rights, protections, immunities and indemnities set forth in the Trust Agreement for the benefit of the Asset Trustee as if the same were set forth herein.

13. Limitation of Liability. It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by The Bank of New York Mellon Trust Company, National Association ("BNYM"), not individually but solely as the Asset Trustee on behalf of the Trust, in the exercise of the powers and authority conferred and vested in it, (b) the representations, undertakings and agreements herein made on the part of the Member are made and intended not as personal representations, undertakings and agreements by BNYM but are made and intended for the purpose of binding only the Member, (c) nothing herein contained shall be construed as creating any liability on BNYM, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties who are signatories to this Agreement and by any person claiming by, through or under such parties and (d) under no circumstances shall BNYM be personally liable for the payment of any indebtedness or expenses of the Member or be liable for the breach or failure of any obligation, representation, warranty or undertaking by the Member under this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the date first written above.

WHOLE LOAN TRUST 2010

By: The Bank of New York Mellon Trust Company, National Association, not in its individual capacity but solely as Asset Trustee.

By: Emily R Sobkowiak
Name:
Title: Emily R. Sobkowiak
Associate

ACKNOWLEDGED AND AGREED TO:

COMMERZBANK AG, GRAND CAYMAN BRANCH, as Depositor

By: _____
Name: Peter O'Sullivan
Title: Managing Director

By: _____
Name: Larry List
Title: Chief Operating Officer

By: _____
Name: Steven Troyer
Title: General Counsel

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the date first written above.

WHOLE LOAN TRUST 2010

By: The Bank of New York Mellon Trust Company, National Association, not in its individual capacity but solely as Asset Trustee.

By:_____
Name:
Title:

ACKNOWLEDGED AND AGREED TO:

COMMERZBANK AG, GRAND CAYMAN BRANCH, as Depositor

By: _____
Name: Peter O'Sullivan
Title: Managing Director

By: _____
Name: Larry List
Title: Chief Operating Officer

By: _____
Name: Steven Troyer
Title: General Counsel, North America