BILL GARRETT, Davidson County
Trans:T20110034778 DEEDWARRSP
Recvd: 06/10/11 09:53 3 pgs
Fees:18.00 Taxes:1217.30
20110610-0044557

SPECIAL WARRANTY DEED

This instrument was prepared by Perrone & Young, 109 Westpark Dr., Ste. 330, Brentwood, TN 37027 (GSP)

Address New Owner	Send Tax Bills To:	Map/Parcel
BancorpSouth Bank 1650 Murfreesboro Road, Ste. 150 Franklin, TN 37067	Same	See Exhibit A for Map and Parcel numbers

State of Tennessee)
County of Williamson)

The actual consideration or value for this transfer, whichever is greater is $329,000.00

Affiant

Sworn to and subscribed before me this 6th day of June, 2011.

Notary Public

My commission expires: 11/7/2014

EMILY H. PROPHIT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Alliance Homebuilding Group, LLC, a Tennessee limited liability company (the "Grantor") for and in consideration of Three Hundred Twenty Nine Thousand and NO/100 Dollars ($329,000.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, and in further consideration of the partial satisfaction of Grantors' liability under that certain Promissory Note (the "Note") relative to Loan Nos. 168000652501; 168000653214, 168000653238,168000653272 and 168000653302, dated January 21, 2010 in the original principal amount of Seven Hundred Twenty Thousand and No/100ths Dollars ($720,000.00), executed and delivered by Grantors and payable to the order of BancorpSouth Bank (the "Grantee") do hereby grant, bargain, sell and convey unto Grantee, its successors and assigns forever, all that certain tract, piece or parcel of land, together with the buildings and improvements thereon, erected, situated, lying and being in the County of Davidson, State of Tennessee, and more particularly described on **Exhibit A** hereto (the "Property").

Notwithstanding the above partial release of Grantors from some of the liability under all of the liens and security interests evidencing or securing payment of the Note, the Mortgage shall remain valid and in full force and effect unless and until released by Grantee, it being the intention of the parties that there shall be no merger of any said liens with the title or other interest of Grantee by virtue of this conveyance, and the parties provide that each such interest in the liens on one hand and the title on the other shall be and remain at all times separate and distinct.

TO HAVE AND TO HOLD, the aforesaid Property, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining unto the said Grantee, its successors and assigns forever in fee simple.

Grantor, for itself, its heirs, successors and assigns, does hereby covenant and agree to and with the Grantee, that they are lawfully seized and possessed of the Property; that they have full power and lawful authority to sell and convey the same; that title thereto is free, clear and unencumbered, except as provided herein, and, that it will forever warrant and defend the same against the lawful claims of all persons claiming by, through or under it.

This Deed is an absolute conveyance of Grantors' right, title and interest in the aforesaid Property and is not intended as a mortgage, trust, conveyance or security of any kind. The consideration therefore, in addition to that set forth above, is the partial release of the debts, obligations and charges heretofore subsisting on account of and by the terms of that certain Deed of Trust between Alliance Homebuilding Group, LLC, as grantor, Jerry P. Spore, as trustee, and BancorpSouth Bank, as beneficiary, dated January 21, 2010, in the original principal sum of Seven Hundred Twenty Thousand and No/100ths Dollars ($720,000.00), and recorded as Instrument No. 20100127-0006890, Register's Office for Davidson County, Tennessee, and the Note secured thereby.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 6th day of June, 2011.

GRANTOR: **Alliance Homebuilding Group, LLC**, a Tennessee limited liability company

By: _____
William A. Watson, Chief Manager

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Notary Public, of the State and County mentioned, personally appeared **WILLIAM A. WATSON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Alliance Homebuilding Group, LLC, a Tennessee limited liability company, and that he as such Chief Manager, being authorized to do so, executed the foregoing Special instrument on behalf of the corporation.

Witness my hand and seal, at office in Brentwood, Williamson County, Tennessee this 6th day of June, 2011.

_____
NOTARY PUBLIC

My Commission Expires:
11-7-2011

EMILY H. PROPHET
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit A
Legal Description, Derivation Clause
and Map and Parcel Numbers

LAND in Davidson County, Tennessee, being Unit Nos. 317, 321, 323, 325, and 327, of Autumn Ridge Townhomes as shown on the Master Deed of record in Instrument No. 20060404-0038533, as amended in Instrument No. 20060419-0045063, 20061115-0141803 and 20080108-0002295 and corrected by Scrivener's Affidavit of record in Instrument No. 20110609-0044167 Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Alliance Homebuilding Group, LLC, a Tennessee limited liability company by Quit-claim Deed from Alliance Development, LLC, a Tennessee limited liability company, of record in Instrument No. 20100127-0006889, Register's Office for Davidson County, Tennessee.

Map and Parcel Numbers:

Unit 317: 163020C31700CO
Unit 321: 163020C32100CO
Unit 323: 163020C32300CO
Unit 325: 163020C32500CO
Unit 327: 163020C32700CO