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 Aerial Investment Properties, LLC, 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:**

**Lot 14, and a part of Lot 15, on the preliminary Plat of the Subdivision of Lots 25, 26, 27, 28 and 29, on the Plan of Keller's Subdivision of the Maxey Home Place, as shown on Plat of record in Book 421, Page 86, in the Register's Office for Davidson County, Tennessee, being more particularly described as follows:**

**Beginning on the Northerly margin of Huffine Street at the corner of Lots 13 and 14; thence with the said Street Eastwardly 93 feet; thence with the line between said Lot 15, Northwardly 185.5 feet to the Southerly line of the Fowlkes property; thence with Fowlkes Southerly line, Westwardly 93 feet to the corner of Lots 13 and 14, being 60 feet East of Easterly margin of Scott Avenue; thence with the line between Lots 13 and 14, Southwardly 182.5 feet to the beginning.**

This legal description is identical with that in Deed of Trust recorded in Instrument No. 20071228-0148304 in the Register's Office of Davidson County, Tennessee.

For prior title, see Deed recorded in Instrument No. 20110427-0032265, 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 $60,000.00 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 $60,000.00 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:T20110036587 DEEDWARRSP
Recvd: 06/20/11 09:08 2 pgs
Fees:13.00 Taxes:185.00
20110620-0046891

**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 8th day of June, 2011.

Robert Schneider
Notary Public

ROBERT SCHNEIDER NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SHELBY

My commission expires: 3-25-12

STATE OF TN
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 $50,000.00 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 10 day of June, 2011.

Notary Public

KAREN C. SAINT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

My commission expires: 7/5/11

Property Address: 1403 Huffine Street, Nashville, Tennessee 37216

**PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:**
Aerial Investment Properties, LLC
1403 Huffine St
Nashville TN 37216

S & K File # 11-019123

Map & Parcel - 07207018600

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

Mail To

**PARTHENON TITLE AGENCY**
109 KENNER AVE, STE. 100-B
NASHVILLE, TN 37205