BILL GARRETT, Davidson County
Trans:T20110047058 DEEDWARRSP
Recvd: 08/02/11 15:23 6 pgs
Fees:33.00 Taxes:5827.50
20110802-0059422

After Recording Return To:
First American Title Insurance Company
National Commercial Services
401 E. Pratt Street, Suite 323
Baltimore, MD 21202
Attn: Thomas R. Barth, Esq.

Address of New Owner	Send Tax Bills to:	Map and Parcel Nos.:
Glenrose GP c/o S&S Property Management 129 S. 11th Street Nashville, TN 37206	Glenrose GP c/o S&S Property Management 129 S. 11th Street Nashville, TN 37206	119-080-115.00

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

2706 Glenrose Avenue 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 from **Glenrose GP**, a Tennessee general partnership (**Grantee**), whose mailing address is c/o S&S Property Management, 129 S. 11th Street, Nashville, Tennessee 37206, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto 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". This is improved property, known as Regency Apartments.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents as noted in Exhibit B hereto, Permitted Exceptions; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

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 25th day of ~~August~~ July, 2011.

GRANTOR:

2706 Glenrose Avenue Holdings, LLC,
a Maryland limited liability company

By: U.S. Bank National Association, successor to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Countrywide Commercial Mortgage Trust 2007-MF1, Commercial Mortgage Pass-Through Certificates, Series 2007-MF1, its sole member/manager

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

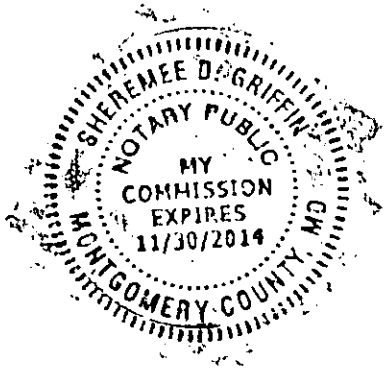
By: _____
Name: Benjamin C. Miller
Title: Vice President, CWCapital Asset Management, LLC
Soley in its capacity as Special servicer to the Trust

STATE OF MARYLAND §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Benjamin C. Miller, the Vice President of CWCapital Asset Management LLC, the special servicer to U.S. Bank National Association, successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of Countrywide Commercial Mortgage Trust 2007-MF1, Commercial Mortgage Pass-Through Certificates, Series 2007-MF1, the sole member and manager of 2706 Glenrose Avenue Holdings, LLC, a Maryland limited liability company, 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of ~~August~~ July 2011.

Sheremee D. Griffin
Notary Public, State of Maryland
My commission expires: My Commission Expires 11/30/2014



STATE OF TENNESSEE §
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $1,575,000.00

Affiant

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of ~~August,~~ July 2011.

Notary Public, State of Tennessee
My commission expires: 5/5/2015

PEGGY AXFORD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Prepared by:
Yvette J. Mabbun, Esq.
Quilling Selander Cummiskey, Lownds, Winslett & Moser, PC
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
File No. 3389.0228

EXHIBIT A

LEGAL DESCRIPTION

Land in the Sixth, formerly Ninth, Civil District of Davidson County, Tennessee, being part of Tract No. 1 on the unrecorded plan of Brookside Heights described as follows:

BEGINNING at a point in the northerly margin of Glenrose Avenue, said point being 250 feet, more or less, from the Northwest corner of Glenrose Avenue and Thompson Lane; thence with said Northerly margin of Glenrose Avenue, Westerly 342.57 feet to a point; thence South 88 degrees 28 minutes East 35.71 feet to a point; thence North 1 degree 19 minutes East 446.5 feet to a point on the Southerly margin of the N.C. & St. L. right-of-way; thence with said right-of-way, South 87 degrees 52 minutes East 403.48 feet to a point; thence South 2 degrees 23 minutes West 313.28 feet to a point; thence North 87 degrees 37 minutes West 57 feet to a point; thence South 2 degrees 23 minutes West 82.5 feet to a point; thence North 87 degrees 37 minutes West 50 feet to a point; thence South 2 degrees 39 minutes West 124.6 feet to the Point of Beginning.

Being the same property conveyed to Glenrose Avenue Holdings, LLC, a Maryland limited liability company from R. Spencer Clift, by Trustee's Deed of record in Instrument Number 20100521-0039382, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to 2706 Glenrose Avenue Holdings, LLC, a Maryland limited liability company from R. Spencer Clift, by Corrected Trustee's Deed of record in Instrument No. 20110802000 59421 in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Easement for Sanitary Sewer of record in Book 3530, Page 196, in the Register's Office for Davidson County, Tennessee.

2. Subject to the Charter Right of Way of the N.C. & St. L. Railroad.

3. Rights of tenants, as tenants only, by virtue of unrecorded leases, if any.

4. Terms and provisions of that certain unrecorded Lease Agreement dated October 30, 2007 made by and between Coinmach Corporation and Regency Villas LLC.