Davidson County DEEDWARRSP
Recvd: 08/23/11 10:13 6 pgs
Fees:33.00 Taxes:68.45
20110823-0065045

Instrument prepared by:	RETURN TO:	New property owner and Send tax statements to:
STACIE WAGNER Econohomes, LLC 1901 W. Braker Ln #D200 Austin, TX 78758 (512) 696-1997 By: _____	←	MICHAEL NICHOLS 6182 WEST 55 SOUTH ROCKPORT, IN 47635

Parcel/Tax ID No: 165-00-0-064

SPECIAL/LIMITED WARRANTY DEED

THIS DEED, made this JUNE 1, 2011, by and between EH Pooled 311 LP, a Texas limited partnership, whose mailing address is 1901 West Braker Lane, Suite D200, Austin, TX 78758 Grantor, and MICHAEL NICHOLS, whose mailing address is 6182 WEST 55 SOUTH, ROCKPORT, IN 47635, Grantee.

WITNESSETH:

That for and in consideration of the sum of Eighteen Thousand Five Hundred and 00/100 ($18,500.00) cash in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, in fee simple, with Special and/or Limited Warranty of Title, unto the Grantees, all of that certain lot or parcel of land situated in the City of **ANTIOCH,**, County of **DAVIDSON,** State of **TN**, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" HERETO AND MADE A PART HEREOF

Property Address: 4073 LAVERGNE COUCHVILLE, ANTIOCH, TN 37013

SOURCE OF TITLE DEED Document # 20110617-0046658.

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the seller acquired title. Subject to taxes, covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Without limiting the special warranty of title herein contained, grantor and grantee agree that by the conveyance of the property, grantor makes no warranties or representations, oral or written, express or implied, concerning the condition or value of the property herein described, or any improvements related thereto, including, but not limited to, any warranty of safety, habitability, merchantability or fitness for any purpose. Grantee has carefully inspected the property (or has been afforded a reasonable opportunity to do so) and, by the acceptance of this deed, accepts the property "as is" and "where is", with all faults and in its present condition, including, but not limited to, any latent or patent faults or defects, whether above, on, or below ground, and further including all risk or danger (if any) related to electro-magnetic or high voltage fields, exposure to radon, and all other environmental conditions whatsoever. In no event shall grantor be liable to grantee, its successors or assigns in title, for any damages to property or persons, whether direct, indirect or consequential, or any loss of value or economic benefit whatsoever, related to any present or future condition of or affecting the property or improvements, except only as to those matters warranted in grantor's special warranty of title.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only property use, benefit and behalf of the grantee forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good, right and lawful authority to sell and convey said land; that the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomever and warrants title against all persons claiming under me.

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Right of tenants in possession.

IN WITNESS WHEREOF, EH Pooled 311 LP, a Texas limited partnership through its duly authorized officer caused this instrument to be signed this JUNE 1, 2011.

Witness: Stacie Wagner

Witness: Vicki Golden

EH Pooled 311 LP
a Texas limited partnership
By: EH GP, LLC
Its: General Partner

By: _____
Name: Edward C. Sumner
Title: Manager

STATE OF TEXAS;
TRAVIS COUNTY:

The foregoing instrument was acknowledged before me on JUNE 1, 2011, by Edward C. Sumner, being Manager of EH GP, LLC, being general partner of EH Pooled 311 LP, a Texas limited partnership who is personally known to me, and has acknowledged that his signature was his free and voluntary act for the purposes set forth in this instrument.

Notary Public: Cassie Renee Bedgood
My commission expires: 05/03/2015

CASSIE RENEE BEDGOOD NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-03-2015

Tax Parcel No. 165-00-0-064 Recording Fee _____ Transfer Tax _____

Seller's mailing address: 1901 West Braker Lane, Suite D200, Austin, TX 78758
Send tax statements to Grantee at: 6182 WEST 55 SOUTH, ROCKPORT, IN 47635

EXHIBIT "A"

Beginning at a point in the Southeasterly Margin of LaVergne-Couchville Road, formerly LaVergne-Couchville Pike, at a Southerly corner of the property Conveyed to John H. Milton, of Record in Book 4481, Page 554, Register's Office for Davidson County, Tennessee; thence leaving said Road with Milton's Southerly Line, South 39 Degrees East 128 feet to a corner of Milton property; thence South 1 Degree West 113.03 feet to a point in the Northerly Line of the Property Conveyed to George C. Cone, of Record in Book 4598, Page 565, said Register's Office; thence with Cone's Northerly Line, Northwestwardly 280 feet, more or less, to the Southeasterly margin of LaVergne-Couchville Road; thence, with said Road, Northeastwardly 284.85 feet to the point of beginning.

This Legal Description is Identical with that in Deed of Trust Recorded in Instrument Number 20051014-0124167 in the Register's Office of Davidson County, Tennessee.

The Grantor Received Title to the Above-Captioned Real Estate by Deed of Trust of Record Instrument Number 20051014-0124167 Register's Office of Davidson County, Tennessee.

The Last Deed of Record is Warranty Deed, Recorded in Instrument Number 200510140124166, in the Register's Office for Davidson County, Tennessee.

Tax ID - 165-00-0-064.00
Property Address is: 4073 LAVERGNE COUCHVILLE, ANTIOCH, TN 37013

OATH OF VALUE

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $18,500.00, which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

Edward C. Sumner

Edward C. Sumner

State of Texas
County of Travis

Personally appeared before me, a notary public for this county and state, on JUNE 1, 2011, Edward C. Sumner, who is personally known to me and who acknowledges that this certification of electronic document is true and correct and whose signature I have witnessed.

Notary Public: Cassie Renee Bedgood
My commission expires: 05/03/2015



True Copy Certification

I, STACIE WAGNER, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document and authenticated according to law.

STACIE WAGNER

State of Texas
County of Travis

Personally appeared before me, a notary public for this county and state, on JUNE 1, 2011, STACIE WAGNER, who is personally known to me and who acknowledges that this certification of electronic document is true and correct and whose signature I have witnessed.

Notary Public: Cassie Renee Bedgood
My commission expires: 05/03/2015

