Prepared by:
Karyl Argamasilla, Esq.
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1450 Brickell Avenue, Suite 2300
Miami, Florida 33131

**Once recorded, please return to:**
Stewart Title Guaranty Company
5935 Carnegie Blvd, Suite 301
Charlotte, NC 28209

BILL GARRETT, Davidson County
Trans:T20120064284 DEEDWARRSP
Recvd: 08/28/12 10:50 6 pgs
Fees:33.00 Taxes:24766.88
20120828-0077452

# SPECIAL WARRANTY DEED

| ADDRESS NEW OWNER(s) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| **BERKLEY HILLS APARTMENTS LLC** | **BERKLEY HILLS APARTMENTS LLC** | 05112008000 |
| 530 Silas Deane Highway | 530 Silas Deane Highway | 300 Berkley Drive |
| Wethersfield, Ct. 06109 | Wethersfield, Ct. 06109 | Madison, Tennessee 37115 |

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, **JPMCC 2005-CIBC13 WHISPERING HILLS DRIVE, LLC**, a Tennessee limited liability company ("**Grantor**"), has this day bargained and sold, and does hereby bargain, sell, convey and confirm unto **BERKLEY HILLS APARTMENTS LLC, a Tennessee limited liability company, f/k/a BERKELEY HILLS APARTMENTS LLC, a Tennessee limited liability company, f/k/a RALEIGH VILLAGE, LLC, a Tennessee limited liability company** ("**Grantee**"), its successors and assigns, certain real estate in Davidson County, Tennessee, as more particularly described on the attached **Exhibit A** (the "**Property**").

Subject however, to:

Real property taxes and assessments for the year 2012 and thereafter;

Matters that would be disclosed by an accurate survey;

Zoning and other regulatory laws and ordinances affecting the Property;

Easements for public utilities; and

Those matters listed on **Exhibit "B"** attached hereto and made a part hereof.

This is improved property, known as 300 Berkley Drive, Madison, Tennessee.

TO HAVE AND TO HOLD the Property, with the appurtenance, estate, title and interest thereto belonging, to Grantee, its successors and assigns, in fee simple forever.

Grantor covenants and binds itself, its successors and representatives, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons, claiming by, through or under Grantor.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Dated: 8/27, 2012

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Witness my hand as of the date referenced above, the limited liability company party, if any, having caused its name to be signed hereto by its duly authorized officer on said day and date.

Witnesses:

**GRANTOR:**

**JPMCC 2005-CIBC13 WHISPERING HILLS DRIVE, LLC**, a Tennessee limited liability company

By: LNR Partners, LLC, a Florida limited liability company, successor by statutory conversion to LNR Partners, Inc., a Florida corporation, its manager

Signature: _____
Print Name: _____

Signature: _____
Print Name: Jiannell Tavarez

By: _____
Name: Rodolfo S. Lauredo
Title: Vice President

STATE OF FLORIDA )
) SS.
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 22 day of August 2012 by Rodolfo S. Lauredo, as Vice President of LNR Partners, LLC, a Florida limited liability company, successor by statutory conversion to LNR Partners, Inc., a Florida corporation, as manager of **JPMCC 2005-CIBC13 WHISPERING HILLS DRIVE, LLC**, a Tennessee limited liability company, on behalf of the company. He is personally known to me or has produced a driver's license as identification.

JIANNELL TAVAREZ
My Comm. Expires Jul 7, 2016
No. EE 203922
NOTARY PUBLIC
STATE OF FLORIDA

_____
Notary Public
Print Name: Jiannell Tavarez
Serial No. (if any): EE 203922

*STATE OF* Connecticut
*COUNTY OF* Hartford ss. Wethersfield

*The actual consideration or value whichever is greater, for this transfer is $6,693,750.00*

*Subscribed and sworn to before me this the* 23 *day of* August, *2012.*

**BERKLEY HILLS APARTMENTS LLC,** a Tennessee limited liability company

*Affiant (Grantee)* _____

*Notary Public* Diane Genecki

*My commission expires:* 5/31/2015

*(Affix Seal)*

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# EXHIBIT A

## LEGAL DESCRIPTION

LAND LYING IN THE 11TH CIVIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BOUNDED ON THE WEST BY MORNINGSIDE HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 1130, PAGE 76, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (R.O.D.C., TN), ON THE EAST BY THE RESUBDIVISION OF LOTS 22 THROUGH 32, MONTAGUE SUBDIVISION, PLAT BOOK 421, PAGE 141, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (R.O.D.C., TN), LOCATED SOUTH OF DUE WEST AVENUE, AND LYING GENERALLY EAST OF GALLATIN ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND IN THE SOUTHEASTERLY MOST CORNER OF SAID MORNINGSIDE HEIGHTS AND THE SOUTHWESTERLY MOST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 16 DEG. 00' 17" E, 739.03 FEET TO AN IRON PIN SET;
THENCE, S 87 DEG. 29' 26" E, 185.00 FEET TO AN IRON PIN SET;
THENCE, S 75 DEG. 43' 26" E, 114.90 FEET TO AN IRON PIN FOUND;
THENCE, S 65 DEG. 33' 26" E, 114.16 FEET TO AN IRON PIN FOUND;
THENCE, S 54 DEG. 17' 26" E, 722.23 FEET TO AN IRON PIN SET;
THENCE, S 35 DEG. 20' 34" W, 15.26 FEET TO AN IRON PIN FOUND;
THENCE, S 54 DEG. 17' 26" E, 148.15 FEET TO AN IRON PIN SET;
THENCE, S 32 DEG. 58' 34" W, 445.35 FEET TO AN IRON PIN SET;
THENCE, N 64 DEG. 39' 00" W, 294.49 FEET TO AN IRON PIN FOUND;
THENCE, S 36 DEG. 31' 00" W, 81.50 FEET TO AN IRON PIN FOUND;
THENCE, N 74 DEG. 29' 00" W, 772.92 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO WK BERKLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED FROM BERKLEY HILLS REALTY CO., LLC, A DELWARE LIMITED LIABILITY COMPANY OF RECORD IN INSTRUMENT NO. 20051025-0128717, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO JPMCC 2005-CIBC13 WHISPERING HILLS DRIVE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY BY SUCCESSOR TRUSTEE'S DEED FROM JOSEPH R. PROCHASKA, SUCCESSOR TRUSTEE OF RECORD IN INSTRUMENT NO. 20110705-0050944, DATED MAY 6, 2011, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

## EXHIBIT B

Real Property Taxes for the year 2012 and subsequent years, a lien not yet due and payable.

Restrictions of record in (intentionally deleted), Book 1369, Page 325, Book 1369, Page 344, Book 1397, Page 11 and Book 1397, Page 13, Register's Office for Davidson County, Tennessee. This policy insures that said covenants have not been violated to date and any future violation thereof will not result in a forfeiture or reversion of title.

Easements in favor of Madison Suburban Utility District of Davidson County, Tennessee, of record in Book 8192, Page 235, Register's Office for Davidson County, Tennessee.

Grant of Easement in favor of Comcast of Nashville I, LLC, as of record in Instrument No. 20081125-0115440, Register's Office for Davidson County, Tennessee. This policy insures that said covenants have not been violated to date and any future violation thereof will not result in a forfeiture or reversion of title.

Subject to the rights of tenants in possession of the property, as tenants only, under any unrecorded leases, with no rights of first refusal or options to purchase.

Survey of Michael R. Williams, TN RLS #1906 of HFR Design, P.O. Box 1974, 7101 Executive Center Drive, Suite 300, Brentwood, TN 37024-1974, dated January 6, 2012 and last revised August 13, 2012, sets out the following: metal shed encroaches onto said property at the northeast corner of said property by 2.1' +/-, 9.4' +/- and 8.9' +/-; wood shed encroaches onto said property along the easterly property line by 6.4' +/- and 5.6' +/-; wood shed encroaches onto said property along the easterly property line by 6.7' +/- and 7.3' +/-. The Loan Policy insures the Insured against loss or damages which the Insured may sustain by reason of a final judgment by a court of competent jurisdiction enforcing the removal of any improvements located thereof.