THIS INSTRUMENT PREPARED BY: ***Yvette L. Meldrum, Attorney at Law*** **Mid-State Title & Escrow, Inc.** *Royal Oaks Trade Center* *128 Holiday Court, Suite 125* *Franklin, TN 37067* *(615) 790-3156* Prepared upon information furnished by the parties and without benefit of title search or tax advice.	*STATE OF TENNESSEE* *COUNTY OF* Williamson *The actual consideration or value, whichever is greater, for this transfer is $-0-* *Affiant* Deborah T Poole *Notary Public* *My commission expires:* Feb. 24, 2013

DEBORAH T. POOLE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

Name and Address of New Owner:
Rosemary Partners, LLC
203 Point East Drive
Nashville, TN 37216

Send Tax Bills To:
Owner

Street Address of Subject Property:	**Parcel ID:**
406 Myrtle Street	08208016800
1200 Chester Avenue	07214011600
1431 Pennock Avenue	07111022800
204 Cherry Street	04313026300
2313 Northview Avenue	07210022400

BILL GARRETT, Davidson County
Trans:T20120099874 DEEDQC
Recvd: 12/31/12 09:34 6 pgs
Fees:32.00 Taxes:0.00
20121231-0120482

QUITCLAIM DEED
(Subject to Deeds of Trust)

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Capital Homes, LP** hereinafter called "**GRANTOR,**" hereby conveys and quitclaims unto **Rosemary Partners, LLC,** hereinafter called "**GRANTEES,**" its successors and assigns, all of its right, title and interest in and to a certain tract or parcel of land in **Davidson** County, Tennessee, described as follows:

Tract One: (known as 406 Myrtle Street)

Being Lot No. 176 of Block 1 on the plan of F.O. Beasley's McFerrin Addition to East Nashville, of record in Book 57, page 136, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Said Lot No. 176 fronts 50 feet on the westerly side Myrtle Street and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to M-Pulse Properties, LLC by warranty deed of Mildred C. Shull of record in Instrument No. 20101124-0094334, said Register's Office.

Being the same property conveyed to Capital Homes, LP by warranty deed of M-Pulse Properties, LLC of record in Instrument No. 20110310-0018970, Register's Office of Davidson County, Tennessee.

Subject to: Deed of Trust from Capital Homes, LP to Ashley P. Hill, III, Trustee for Franklin Synergy Bank, dated March 7, 2011, filed for record on March 10, 2011 in Instrument No. 20110310-0018971, Registers' Office of Davidson County, TN, in the principal sum of $30,000.00.

Tract Two: (known as 1200 Chester Avenue)

Being Lot No. 13, 14 and westerly 7 feet of Lot No. 15 on the Map of Chesterfield Place, of record in Book 332, page 147, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Capital Homes, L.P. by Quitclaim Deed of M-Pulse Properties, LLC of record in Instrument No. 20110404-0025644, said Register's Office.

Subject to: Deed of Trust from Capital Homes, LP to Ashley P. Hill, III, Trustee for Franklin Synergy Bank, dated January 10, 2012, filed for record on January 13, 2012 in Instrument No. 20120113-0003561, Register's Office of Davidson County, TN, in the principal sum of $100,000.00.

Tract Three: (1431 Pennock Avenue)

Being Lot No. 196 and 197 on the plan of Highland Company's Subdivision, of record in Book 421, page 14, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Capital Homes, L.P. by Warranty Deed of Kudzu Real Estate, Inc. of record in Instrument No. 20110823-0065159, said Register's Office.

Subject to:

Deed of Trust from Capital Homes, L.P. to Ashley P. Hill, III, Trustee for Franklin Synergy Bank, dated January 10, 2012, filed for record on January 13, 2012 in Instrument No. 20120113-0003563, Register's Office of Davidson County, TN, in the principal sum of $80,000.00.

Tract Four: (204 Cherry Street)

Being Lot Number 37 on the Plan of Block "C" on the Map of "Crittendon Estates Erroneously referred to as Cri Hendon in Warranty Deed of record in Instrument Number 2006022-0020170 and 200412010143210" of record in Plat Book 874, page 69, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Capital Homes, LP by Cash Deed for Tennessee of Shaun Donovan, The Secretary of Housing and Urban Development of Washington, D.C. of record in Instrument No. 20110802-0059261, said Register's Office.

Subject to: Deed of Trust from Capital Homes, LP to Ashley P. Hill, III, Trustee for Franklin Synergy Bank, dated January 10, 2012, filed for record on January 13, 2012 in Instrument No. 20120113-0003558, Register's Office of Davidson County, TN, in the principal sum of $32,000.00.

Tract Five: (2313 Northview Avenue)

A lot of land in the 11th, formerly the 18th, Civil District of said County and State, described as follows:

Beginning at the southeast corner of Litton Avenue and Northview Avenue; thence with the easterly margin of Northview Avenue southwardly 80 feet to the northwest corner of the property conveyed to James M. Fischer, Jr., Trustee, by deed of record in Book 3535, page 573, Register's Office of said County; thence with the northern boundary line of said Fischer property eastwardly 100 feet; thence northwardly 80 feet to the southerly margin of Litton Avenue; thence with same, westwardly 100 feet to the beginning.

Being the same property conveyed to CAPITAL HOMES, LP, by deed of record as Instrument No. 20110531-0041359, said Register's Office.

Subject to: Deed of Trust from Capital Homes, LP to Ashley P. Hill, III, Trustee for Franklin Synergy Bank, dated March 12, 2012, filed for record on March 14, 2012 in Instrument number 20120314-0022012, Register's Office of Davidson County, TN, in the principal sum of $56,000.00.

The obligations of Grantor evidenced by the Loan Documents shall continue to be secured by each deed of trust, mortgage, assignment and securities agreement, as such is or has or may be modified or amended. The Grantee, Grantor and Guarantors acknowledge that the Loan Documents shall each remain unaffected by this instrument and all such documents shall remain in full force and effect. Nothing contained herein shall be deemed a waiver of any of the rights and remedies that the Lender may have arising out of the Loan Documents. The provisions of the Note(s) and Security Instrument(s) shall continue in full force and effect, and the Grantor, Grantee and Guarantors acknowledge and reaffirm their/its' liability to Lender there under. Nothing in this Instrument shall be understood or construed to be a satisfaction, novation or release in whole or in part of the Note(s) and Security Instrument(s). The Grantor, Grantee and Guarantors will be bound by, and comply with, all of the terms and provisions thereof. Any default by Grantor, Grantee and Guarantor in the performance of their/its obligations therein contained shall constitute a default under the Note(s) and Security Instrument(s), and shall allow Lender to exercise all of its remedies set forth in said Security Instrument(s).

WITNESS my hand this 21st day of December, 2012.

Grantor:

Capital Homes, LP

By: Latipac LLC, its general partner

By: _____ member
Robert Brandon McDonald, member

By: _____ member
Jason L. Dodge, member

By: _____ member
Brandon Allen Rumbley, member

State of TENNESSEE
County of Williamson

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **Robert Brandon McDonald, Brandon Allen Rumbley and Jason L. Dodge**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself/herself as **Members** of **Latipac LLC**, on behalf of **Capital Homes LP** the within named bargainor, a limited partnership, and that they, as Members of Latipac LLC, the general partner of Capital Homes LP, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself/herself as Members of said LLC, the general partner of Capital Homes, LP.

Witness my hand, at Office, this 21st day of December, 2012.

_____
Notary Public

My Commission Expires: Feb. 24, 2013

DEBORAH T. POOLE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Grantee:

Rosemary Partners, LLC

By: _____ member
Robert Brandon McDonald, member

By: _____, member
Jason L. Dodge, member

By: _____, member
Brandon Allen Rumbley, member

State of TENNESSEE
County of Williamson

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **Robert Brandon McDonald, Brandon Allen Rumbley and Jason L. Dodge**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself/herself as **Members** of **Rosemary Partners, LLC,** the within named bargainor, a LLC, and that they, as Members of Rosemary Partners, LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself/herself as Members of said LLC.

Witness my hand, at Office, this 21st day of December, 2012.

_____
Notary Public

My Commission Expires: Feb. 24, 2013

DEBORAH T. POOLE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Guarantors:

Jason L. Dodge

Joy L. Dodge

Robert Brandon McDonald

Brandon Allen Rumbley

State of TENNESSEE
County of Williamson

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared **Jason L. Dodge, Joy L. Dodge, Robert Brandon McDonald and Brandon Allen Rumbley**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his/her oath acknowledged himself/herself to be the within named bargainors, and that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand, at Office, this 21st day of ~~December~~, 2012.

Notary Public

My Commission Expires: Feb. 24, 2013

DEBORAH T. POOLE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY