BILL GARRETT, Davidson County
Trans:T20130051388 DEEDWARRSP
Recvd: 06/18/13 15:16 3 pgs
Fees:18.00 Taxes:23680.00
20130618-0062369

This Instrument Was Prepared By & Return To:
Perrone & Young, Attorneys At Law
109 Westpark Drive, Suite 330
Brentwood, Tennessee 37027

SPECIAL WARRANTY DEED

Address New Owner(s):	**Send Tax Bills To:**	**Map-Parcel #:**
G & C Altamont Investors, LLC 4171 NW 66th Avenue Coral Springs, FL 33067	New Owner	Map 106, Parcel 72

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Altamont Pointe Apartments, LLC, a Tennessee limited liability company** (GRANTORS), have this day bargained and sold and hereby transfers and conveys to **G & C Altamont Investors, LLC, a Tennessee limited liability company** (GRANTEES), certain real property in Davidson County, Tennessee, described as follows:

Land in the 3rd Civil District of Davidson County, Tennessee being shown on a survey prepared by Philip B. Taylor of The Schneider Corporation dated April 7, 2008 with Job Number 7103.001 being more particularly described as follows:

Beginning at a point in the north right-of-way of Murfreesboro Road or U.S. Highway No. 41 on a non tangent curve having a radius of 1879.90 feet marked by a 1/2 inch rebar, said point being Pamela and Donald Hagan's southwest corner; thence northwesterly with the right-of-way of said road along said curve an arc distance of 235.64 feet to a point which bears South 37 degrees 56 minutes 38 seconds West from said radius point; thence with said right-of-way North 52 degrees 13 minutes 00 seconds West a distance of 268.54 feet to a 1/2 inch rebar; thence North 34 degrees 57 minutes 14 seconds East a distance of 264.95 feet to a 1/2 inch rebar; thence North 49 degrees 19 minutes 09 seconds West a distance of 265.52 feet to a 5/8 inch rebar in the easterly line of Welcome Hospitality Group, Inc.; thence with Welcome Hospitality Group, Inc.'s line North 17 degrees 55 minutes 26 seconds East a distance of 433.72 feet to a 3/4 inch rebar at the southeast corner of McQuiddy Printing Company; thence with McQuiddy's line North 17 degrees 32 minutes 44 seconds East a distance of 205.91 feet to a piece of 5/8 inch steel; thence along McQuiddy's south line South 70 degrees 41 minutes 05 seconds East a distance of 675.43 feet to a point in Viola Hagan's west line marked by a wooden fence post; thence with Viola Hagan's west line the following three courses: 1) South 04 degrees 08 minutes 01 seconds West a distance of 424.65 feet to a 3/4 inch rebar, 2) South 25 degrees 52 minutes 39 seconds West a distance of 300.30 feet to a 1/2 inch rebar, 3) South 07 degrees 00 minutes 20 seconds West a distance of 189.94 feet to a 1/2 inch rebar at a point in Pamela and Donald Hagan's line; thence with Pamela and Donald Hagan's line the following 2 courses: 1) North 81 degrees 25 minutes 23 seconds West a distance of 152.76 feet to a 1/2 inch rebar, 2) South 10 degrees 49 minutes 19 seconds West a distance of 217.63 feet to the point of beginning, containing 15.98 acres, more or less.

Being the same property conveyed to Altamont Pointe Apartments, LLC, a Tennessee limited liability company, by deed from Wells Fargo Bank, NA, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3, of record as Instrument No. 20080602-0055718, Register's Office for Davidson County, Tennessee.

This is improved property known as **860 Murfreesboro Pike, Nashville, TN 37217.**

This conveyance is made and accepted without any warranties, express or implied, as to the condition of the property conveyed and said property is conveyed and accepted "as is". By acceptance of this Deed, Grantees acknowledge that they have inspected the property and are satisfied with its condition and they accept the property "as is".

TO HAVE AND TO HOLD said tract of land, with the appurtenances, estate, title and interest thereto belonging to said Grantees, their heirs, and assigns, forever; and Grantors do covenant with Grantees that it is lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as shown on Exhibit A attached hereto; and Grantors do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said land to said Grantees, their heirs and assigns, against the lawful claims of all persons claiming by, through or under said Grantors, but not otherwise.

IN WITNESS WHEREOF, Grantor(s) have executed this instrument or have caused this instrument to be executed on this 14th day of June, 2013.

Altamont Pointe Apartments, LLC, a Tennessee limited liability company

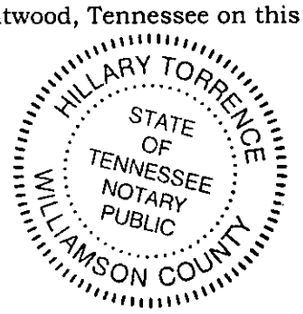
By: Chad M Ray Chief Manager
Chad M. Ray, Chief Manager

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County aforesaid, personally appeared Chad M. Ray, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be the Chief Manager of Altamont Pointe Apartments, LLC, a Tennessee limited liability company, the within named bargainor, a corporation, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Chad M. Ray as Chief Manager.

Witness my hand and official seal, at office at Brentwood, Tennessee on this 14th day of June, 2013.

Hillary Torrence
Notary Public
My Commission Expires: 11-28-16



STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration for this transfer or value of property (whichever is greater) is $6,400.000.00.

Affiant

Subscribed and sworn to before me, this 14th day of June, 2013.

Notary Public
My commission expires: 8-28-16



Exhibit A
Permitted Exceptions

1. Taxes for the year 2013; a lien, but not yet due or payable.

2. All of the terms and provisions set forth and contained in that certain Lease between EBA Associates, a Tennessee general partnership, Lessor, and Powertel/Memphis, Inc., Lessee, and the Memorandum recorded in Book 10890, page 921, Register's Office for Davidson County, Tennessee.

3. Assignment and Assumption Agreement of record in Book 11519, Page 847, said Register's Office.

4. Memorandum of Lease - Site Lease Acknowledgement of record in Book 11519, Page 857, said Register's Office.

5. Assignment and Assumption Agreement of record in Book 11519, Page 865, said Register's Office.

6. All of the terms and provisions set forth and contained in that certain Lease between EBA Associates, a Tennessee general partnership, Lessor, and Executive House Apartments, Lessee, and the Memorandum recorded in Instrument No. 20000914-0091596, said Register's Office.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4040, page 968, said Register's Office.

8. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4520, page 797, said Register's Office.

9. Grant of Easement of record in Instrument Number 20100720-0056817, said Register's Office.

10. Exclusive Easement and Assignment Agreement of record in Instrument Number 20091013-0094858, said Register's Office.

11. All matters shown on the survey prepared by Richard H. Miller, RLS No. 2570, The Schneider Corporation, Indianapolis, IN, dated March 25, 2013, revised April 11, 2013, project number 7103.002, including the following:

(a) encroachments of chain link and wooden fences onto and off of subject property;
(b) encroachment of fence and dumpster pad over westerly boundary line up to 1.5' +/-;
(c) encroachment of sidewalk and retaining wall of Building "B" over westerly boundary line up to 2' +/-;
(d) encroachment of stone wall of pool deck over westerly boundary line up to 0.9' +/-.

12. Rights of tenants, as tenants only, under prior unrecorded residential leases.

CWL CHIEF Manager