Davidson County	DEEDWARRSP
Recvd: 08/19/13 10:39	4 pgs
Fees:23.00 Taxes:181.30	
20130819-0086822	

Prepared by & Return to:
Fearnley, Martin & McDonald, PLLC
25 Century Blvd, Suite 212
Nashville, TN 37214

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear or affirm that to the best of affiant's knowledge, belief and information, the actual consideration for the transfer or value of the property transferred, whichever is greater, is **$49,000.00**, which amount is equal to or greater that the amount which the property would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN before me this the 13th day of **August, 2013.**

Notary Public

My Commission Expires: 9-8-13

MEMORIE WHITE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

PROPERTY OWNER, & OWNER'S ADDRESS & MAIL TAX BILLS TO:	PROPERTY ADDRESS:	TAX PARCEL NO.:
Cumberland Property Investments, LLC **5008 Ashby Dr.** **Brentwood, TN 37027**	**4179 Farmview Drive** **Nashville, TN 37218**	**05905019000**

SPECIAL WARRANTY DEED

THIS INDENTURE made and entered into this 13th day of **August, 2013,** by and between **Alliance Realty Capital, LLC,,** party of the first part, hereinafter called Grantor and **Cumberland Property Investments, LLC,** a Tennessee limited liability company, party of the second part, hereinafter called Grantee.

WITNESS: That for and in consideration of ten and no/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of **Davidson,** State of **Tennessee,** to wit:

See attached Exhibit "A" for legal description and derivation clause.

TO HAVE AND TO HOLD the aforesaid real estate, together with all of the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the afore described real estate; that it has a good right to sell and convey the same; that same is unencumbered, except for the items shown in the attached Exhibit "B";

and that title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons **claiming by, through or under Grantor, but not further or otherwise.**

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the 13th day of **August, 2013.**

Alliance Realty Capital, LLC.

By: Gary L Chronister

Title: **Authorized Agent**

STATE OF California

COUNTY OF San Diego

On this the 13th day of August, **2013** before me the undersigned Notary Public of the State and County aforesaid, personally appeared Gary L Chronister, with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who, upon oath, acknowledged himself to be the **Authorized Agent** of **Alliance Realty Capital, LLC,,** and that he as such **Authorized Agent** being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Grantor by himself as such **Authorized Agent** .

WITNESS my hand and official seal at office this 13th day of August, **2013.**

Notary Public

My Commission Expires: June 1, 2017

JASON W. SMYTH
Commission # 2026860
Notary Public - California
San Diego County
My Comm. Expires Jun 1, 2017

20130814

EXHIBIT "A"

Legal Description

Being Lot No. 146 on the plan of Buena Vista Estates, Section 5, of record in Book 4460, Page 22, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Derivation Clause

Being all or part of the same property conveyed to Alliance Realty Capital, LLC, by virtue of that certain Trustee's Deed dated March 28, 2013, at Instrument No. 20130411-0035891 in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

Permitted Encumbrances

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- Rights or claims of parties in possession not shown by the public records.
- Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
- The lien of the following general and special taxes for the year or years specified and subsequent years: 2013 Davidson County taxes, being liens not yet due and payable.
- Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-603, which have not been assessed and are not payable, as of the date of this instrument.
- Subdivision Restrictions, Building Lines and Easements of record in Plat Book 4460, Page 22, in the Register's Office of Davidson County, Tennessee.

Certificate of Authenticity

I, Stephanie Beaubouef, do hereby make oath that I am a licensed attorney and/or 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 executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Penny Allison, a notary public for this county and state, Stephanie Beaubouef who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

PENNY ALLISON
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY

My Commission Expires: 3/28/15.