



First American Title Insurance Company

COMMITMENT INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

First American Title Company
24 Greenway Plaza, Suite 850
Houston, TX 77046

or

The office which issued this Commitment

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TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.


If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



SCHEDULE A

File No.: **NCS-398056-HOU1**

1. Commitment Date: December 17, 2009 at 7:30 a.m.
2. Policy (or Policies) to be issued:
 - a. ALTA Owners Policy (06-17-06) \$TBD

Proposed Insured:
To Be Determined
 - b. ALTA Loan Policy 1056.06 (06-17-06)

Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Tritex Real Estate Advisors, Inc., a Delaware corporation, by virtue of that certain Limited Warranty Deed from Fannie Mae, a corporation organized and existing under the laws of the United States, dated March 3, 2009, filed March 10, 2009, and recorded in Deed Book 47694, Page 53, Fulton County, Georgia records.
4. The Land referred to in this Commitment is described as follows:

See Schedule A attached hereto and made a part hereof:

SCHEDULE A (Continued)

File No.: **NCS-398056-HOU1**

Washington West

All that tract or parcel of land lying and being in Land Lot 34 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the point where the Northeast side of Washington Road (as now located) is intersected by the north side of a closed street formerly known as Marion Drive (abandoned as a public road at a special meeting of the Board of Commissions of Fulton County, Georgia, held on April 2, 1969, according to record on page #35 of Minute Book #A-4, Records of said Board); running thence North 89 degrees 40 minutes 15 seconds East a distance of 443.4 feet to an iron pin set; thence South 01 degree 12 minutes 42 seconds East a distance of 548.06 feet to an iron pin found; thence South 89 degrees 06 minutes 23 seconds East a distance of 289.22 feet to an iron pin found on the West right of way of I-285; thence North 07 degrees 07 minutes 52 seconds West along said right of way, 92.67 feet to a right of way monument; thence North 09 degrees 01 minute 11 seconds West along said right of way, 415.83 feet to an iron pin found; thence North 11 degrees 40 minutes 20 seconds West along said right of way, 50.49 feet to an iron pin found; thence North 12 degrees 55 minutes 50 seconds West along said right of way, 235.90 feet to an iron pin found; thence South 89 degrees 35 minutes 16 seconds West, 633.26 feet to an iron pin found on the East right of way line of Washington Road (as now located); thence South 07 degrees 12 minutes 01 second East along said right of way line, 229.35 feet to the point of beginning; being more particularly described from plat of survey made by John J. Harte Associates, Inc., dated September 28, 1970.

SCHEDULE B - SECTION I

REQUIREMENTS

File No.: **NCS-398056-HOU1**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or mortgage to be Insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
 - a. **Limited Warranty Deed** from **Tritex Real Estate Advisors, Inc., a Delaware corporation**, in a form approved by the Company, to **To Be Determined** conveying interest in subject property.
6. Release of Claim of Lien in favor of B&K Contracting, Inc, recorded inLien Book 1319 Page 318.
7. As to the execution of the aforementioned Deed(s), the Company requires proof, satisfactory to us, that:
 - a. The Grantor is in good standing under the respective State of their incorporation and qualified to conduct business in the State of Georgia;
 - b. The Deed(s), required above, has been authorized by resolution by the Board of Directors of the Grantor, and duly attested, reciting the terms of the conveyance; and
 - c. The officer(s) executing the above-required Deed(s) holds office in their corporation as evidenced by a current Secretary's Certificate, and Incumbency Certificate. The secretary's certification must state that the articles and Bylaws of the Corporation are in full force and effect and do not require the shareholders' consent to this transaction.
8. Evidence of the good standing of Owners and, as appropriate, of the Insured, and of the incumbency and authority of the officers of Owners and of the Insured who will execute the instrument of conveyance.
9. Execution and delivery to us of an Owner's Affidavit, in context to the transaction. NOTE: if brokers are involved in this transaction, we will require evidence of release and satisfaction of broker's liens.

10. A current and accurate survey of the land, certified to the Company, to the Insured, and to the Lender, if we are expected to delete or modify the general survey exception.
11. Proof satisfactory to the Company that no improvements or repairs were made upon the land within the 95 days preceding the filing for record of the instrument creating the interest to be insured, or in the event such improvements or repairs were made, that they are completed and that all costs incurred in connection therewith have been fully paid; that there are no easements or claims of easements which do not appear of public record; and that there are no parties in possession or with a right to possession of the subject property.
12. Require Corrective Warranty Deed from Fannie Mae to Tritex Real Estate Advisors, Inc. correcting the lack of recital of any consideration in the vesting Warranty Deed at Deed Book 47694, Page 53, Fulton County, Georgia, records.
13. The Georgia Commercial Real Estate Broker Lien Act applies to a sale, lease, option, loan or other transfer of commercial real estate. The Company must be provided proof, in affidavit form from the Seller and Purchaser, satisfactory to the Company, (a) of payment in full of any broker's services which have been engaged with regard to the management, sale, purchase, lease, option or other conveyance or proposed conveyance of any interest in the subject commercial real estate, together with a lien waiver or estoppel letter from any party determined by such affidavit to have a right to file a broker's lien, and (b) that no notice of lien for any such services has been received. In the event that said affidavit(s) contain any qualification with respect to any such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified Broker(s) must be obtained.

NOTE: Where the possibility of a right to file a broker's lien is determined and no lien waiver or estoppel letter provided to the Company, the following exception will be included in the policy to be issued pursuant to this Commitment.

Any broker's lien, or right to a broker's lien, imposed by law.

14. Based upon information developed or received in satisfaction of the above, the Company reserves the right to impose additional conditions or to set new requirements.

SCHEDULE B - SECTION II

EXCEPTIONS FROM COVERAGE

File No.: **NCS-398056-HOU1**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments of any taxing authority that levies taxes or assessments on real property.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2010 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes.

NOTE: The 2009 Fulton County, Georgia taxes were paid in the amount of \$37,618.32 for tax map reference no. 13 0034 LL 095 4.

7. 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 covered by this Commitment.
8. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Although the Policy will insure the location of the boundaries of the land, no insurance is afforded as to the amount of area contained within said boundaries.
10. Rights of upper and lower riparian owner's in and to the waters of any creek or stream which bounds or traverses the land, free from increase, decrease or pollution.
11. Rights of tenants in possession, as tenants only, under unrecorded occupancy agreements.
12. Limitations of access in Right-of-Way Deed from C. P. Homes, Inc. to State Highway Department of Georgia, dated October 24, 1963, filed for record October 25, 1963, and recorded in Deed Book 4143, Page 67, aforesaid records.

13. Limitations of access in Right-of-Way Deed from G. N. Eberhardt to State Highway Department of Georgia, dated May 12, 1964, filed for record May 13, 1964, and recorded in Deed Book 4235, Page 38, aforesaid records.
14. Easements as conveyed in that certain Warranty Deed from Ralph D. Torrance and James A. Torrance and Alfred J. Cole, Sr. and Herman H. Montgomery to Fulton County, dated April 13, 1970, filed for record June 24, 1970, and recorded in Deed Book 5242, Page 112, aforesaid records.
15. Easements as conveyed in Right-of-Way Deed from Ralph D. Torrance and Alfred J. Cole, Sr. to Fulton County, dated April 22, 1971, filed for record June 9, 1971, and recorded in Deed Book 5402, Page 250, aforesaid records.
16. Easement from Alfred J. Cole, J. A. Torrance, Jr. and Ralph D. Torrance to Georgia Power Company, dated March 22, 1976, filed for record March 30, 1976, and recorded in Deed Book 6451, Page 500, aforesaid records.
17. Matters as would be disclosed by a current and accurate survey and inspection of the subject premises.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

© 2001 The First American Corporation • All Rights Reserved

After recording return to:
Douglas B. McDonald, Esq.
Venable LLP
8010 Towers Crescent Drive
Suite 300
Vienna, VA 22182

STATE OF GEORGIA
COUNTY OF FULTON

Deed Book 47694 Pg 53
Filed and Recorded Mar-10-2009 08:41am
2009-0052914
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

LIMITED WARRANTY DEED

THIS DEED (this "Deed") is made and entered into effective as of this 3rd day of March, 2009, by and between FANNIE MAE, a corporation organized and existing under the laws of the United States, whose address is International Plaza II, 14221 Dallas Parkway, Suite 1000, Dallas, Texas 75254-2916, Attn: Director, HCD Loss Mitigation, party of the first part, hereinafter referred to as "Grantor", and TRITEX REAL ESTATE ADVISORS, INC., a Delaware corporation, whose address is Monarch Tower, 3424 Peachtree Road NE, Suite 2200, Atlanta, GA 30326, Attn: John M. Charles, party of the second part, hereinafter referred to as "Grantee."

WITNESSETH:

THAT Grantor has GRANTED, BARGAINED AND SOLD and does hereby GRANT, BARGAIN, SELL AND CONVEY, unto Grantee, its successors and assigns forever, the property situated in Fulton County, Georgia, and more particularly described on Schedule A attached hereto.

TO HAVE AND TO HOLD said above described property, together with all improvements thereon and all appurtenances thereunto appertaining, unto Grantee, its successors and assigns forever IN FEE SIMPLE, and Grantor does hereby warrant and defend the Property unto Grantee, its successors and assigns against all persons lawfully claiming by, through or under Grantor, but not otherwise.

This conveyance is made subject, however, to: the permitted encumbrances set forth on Schedule B attached hereto; liens for the ad valorem taxes assessed against said property for the

current and subsequent tax years, which Grantee assumes and agrees to pay; and all applicable building, zoning and health enactments.

[Signature appears on the following page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand, under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of

FANNIE MAE, a corporation organized and existing under the laws of the United States

Randall E. Borden
Witness

By: David S. Worley (SEAL)

Name: David S. Worley

Its: Senior Vice President

Harriet L. Coles-Williams
Notary Public



My commission expires: August 12, 2012



HARRIET L. COLES-WILLIAMS
Notary Public
Montgomery County, Maryland
My Commission Expires August 12, 2012

SCHEDULE "A"

Washington West

All that tract or parcel of land lying and being in Land Lot 34 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the point where the northeast side of Washington Road (as now located) is intersected by the north side of a closed street formerly known as Marion Drive (abandoned as a public road at a special meeting of the Board of Commissions of Fulton County, Georgia, held on April 2, 1969, according to record on page #35 of Minute Book #A-4, Records of said Board); running thence north 89 degrees 40 minutes 15 seconds east, 443.4 feet to an iron pin set; thence south 01 degree 12 minutes 42 seconds east, 548.06 feet to an iron pin found; thence south 89 degrees 06 minutes 23 seconds east, 289.22 feet to an iron pin found on the west right of way of I-285; thence north 07 degrees 07 minutes 52 seconds west along said right of way, 92.67 feet to a right of way monument; thence north 09 degrees 01 minute 11 seconds west along said right of way, 415.83 feet to an iron pin found; thence north 11 degrees 40 minutes 20 seconds west along said right of way, 50.49 feet to an iron pin found; thence north 12 degrees 55 minutes 50 seconds west along said right of way, 235.90 feet to an iron pin found; thence south 89 degrees 35 minutes 16 seconds west, 633.26 feet to an iron pin found on the east right of way line of Washington Road (as now located); thence south 07 degrees 12 minutes 01 second east along said right of way line, 229.35 feet to the point of beginning; being more particularly described from plat of survey made by John J. Harte Associates, Inc., dated September 28, 1970.

Deed Book 47694 Pg 57
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

SCHEDULE "B"

PERMITTED ENCUMBRANCES

The Property is transferred subject to the following:

1. All taxes and assessments outstanding, including those which are a lien not yet due and payable.
2. Laws and regulations of governmental authorities applicable to the Property including, without limitation, zoning.
3. The exact location of boundary lines, unrecorded easements, possible encroachments and other facts or conditions which would be disclosed by an accurate survey and inspection of the Property; and rights, if any, of persons who may be in possession under claims not appearing of record.
4. Any other matters which might be disclosed by an accurate survey and inspection of the Property.
5. Riparian rights incident to the premises.
6. Rights of tenants in possession, as tenants only, under unrecorded leases.
7. State Highway Department of Georgia Right of Way Deed from C. P. Homes, Inc. to the State Highway Department of Georgia, dated October 24, 1963 and recorded in Deed Book 4143, page 67, Fulton County, Georgia Records.
8. State Highway Department of Georgia Right of Way Deed from G. N. Eberhardt to the State Highway Department of Georgia, dated May 12, 1964 and recorded in Deed Book 4235, page 38, aforesaid records.
9. The east line of the Property abuts interstate Highway I-285 which is a limited access highway with right of access limited to those points designated by the State Highway Department of Georgia, aforesaid records.
10. Road Deed from Ralph D. Torrance, et al., to Fulton County, Georgia, dated April 13, 1970 and recorded in Deed Book 5242, page 112, aforesaid records.
11. Road Deed and Easement from Ralph D. Torrance and Alfred J. Cole, Sr. to Fulton County, Georgia dated April 22, 1971, and recorded in Deed Book 5402, page 250, aforesaid records.
12. Easement from Alfred J. Cole, et al., to Georgia Power Company, dated March 22, 1976 and recorded in Deed Book 6451, Page 500, aforesaid records.

Return To:

Chae S. Baik
B & K Contracting, Inc.
4224 Shackelford Road
Norcross, GA 30093-2909

**Materialman's and Mechanic's Claim of Lien
State of Georgia, Fulton County**

770-451-6890

B & K Contracting, Inc., engaged in the business of improving real estate by performing services, furnishing materials and/or equipment, claims a lien in the amount of \$4,150.00 plus interest thereon as provided by law, upon a certain building and the real estate upon which it is erected of:

Tritex Real Estate Advisors, Inc.

property owner(s), for satisfaction of a claim which became due on 09/04/2009 for building, repairing, improving and/or furnishing material and labor for a building or structure. Said labor, materials, or equipment were furnished by the undersigned lien claimant at the instance of Vesta Gardens

The real estate in Fulton County, Georgia being more particularly described as:

Land Lot: 34 District: 13th
Being Known As: 4590 Washington Road
Warranty Deed: 47694 Page: 53

And being more particularly described on EXHIBIT "A" attached hereto and by reference incorporated herein.

This claim of lien expires and is void 395 days from the date of filing of the claim of lien if no notice of commencement of lien action is filed in that time period. Note To Owner: The property owner has the right to contest the claim of lien pursuant to O.C.G.A. 44-14-368.

This notice and Claim of Lien is filed for record in the Office of the Clerk of the Superior Court of this County where the property is located pursuant to O.C.G.A. 44-14-360 et. seq. within 90 days after the last furnishing or performance of the aforementioned labor, service or material.

B & K Contracting, Inc.

BY: Chae S. Baik
Chae S. Baik

DATE: 10.29.09

ITS: Credit Manager

===== TO RELEASE CLAIM OF LIEN =====

Instructions: To release this lien in the public record filings, the Lien Claimant must sign the information below the original lien, then mail the original lien and a \$7.00 check payable to "The Clerk of Superior Court of Fulton County".

Mail To: Superior Court Clerk of Fulton County, 136 Pryor Street
Atlanta, Ga 30303, Attn: Lien Filings.

This instrument is hereby cancelled and the Clerk of Superior Court of Fulton County, Georgia is hereby authorized and directed to satisfy it of record.

This the _____ day of _____

B & K Contracting, Inc.

BY: _____ Title: _____

LLD-205-3035120-CW

Exhibit "A"

Washington West

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BEGINNING at the point where the northeast side of Washington Road (as now located) is intersected by the north side of a closed street formerly known as Marion Drive (abandoned as a public road at a special meeting of the Board of Commissions of Fulton County, Georgia, held on April 2, 1969, according to record on page #35 of Minute Book #A-4, Records of said Board); running thence north 89 degrees 40 minutes 15 seconds east, 443.4 feet to an iron pin set; thence south 01 degree 12 minutes 42 seconds east, 548.06 feet to an iron pin found; thence south 89 degrees 06 minutes 23 seconds east, 289.22 feet to an iron pin found on the west right of way of I-285; thence north 07 degrees 07 minutes 52 seconds west along said right of way, 92.67 feet to a right of way monument; thence north 09 degrees 01 minute 11 seconds west along said right of way, 415.83 feet to an iron pin found; thence north 11 degrees 40 minutes 20 seconds west along said right of way, 50.49 feet to an iron pin found; thence north 12 degrees 55 minutes 50 seconds west along said right of way, 235.90 feet to an iron pin found; thence south 89 degrees 35 minutes 16 seconds west, 633.26 feet to an iron pin found on the east right of way line of Washington Road (as now located); thence south 07 degrees 12 minutes 01 second east along said right of way line, 229.35 feet to the point of beginning; being more particularly described from plat of survey made by John J. Harte Associates, Inc., dated September 28, 1970.

After recording return to:
Douglas B. McDonald, Esq.
Venable LLP
8010 Towers Crescent Drive
Suite 300
Vienna, VA 22182

STATE OF GEORGIA
COUNTY OF FULTON

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Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

LIMITED WARRANTY DEED

THIS DEED (this "Deed") is made and entered into effective as of this 3rd day of March, 2009, by and between FANNIE MAE, a corporation organized and existing under the laws of the United States, whose address is International Plaza II, 14221 Dallas Parkway, Suite 1000, Dallas, Texas 75254-2916, Attn: Director, HCD Loss Mitigation, party of the first part, hereinafter referred to as "Grantor", and TRITEX REAL ESTATE ADVISORS, INC., a Delaware corporation, whose address is Monarch Tower, 3424 Peachtree Road NE, Suite 2200, Atlanta, GA 30326, Attn: John M. Charles, party of the second part, hereinafter referred to as "Grantee."

WITNESSETH:

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TO HAVE AND TO HOLD said above described property, together with all improvements thereon and all appurtenances thereunto appertaining, unto Grantee, its successors and assigns forever IN FEE SIMPLE, and Grantor does hereby warrant and defend the Property unto Grantee, its successors and assigns against all persons lawfully claiming by, through or under Grantor, but not otherwise.

This conveyance is made subject, however, to: the permitted encumbrances set forth on Schedule B attached hereto; liens for the ad valorem taxes assessed against said property for the

current and subsequent tax years, which Grantee assumes and agrees to pay; and all applicable building, zoning and health enactments.

[Signature appears on the following page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand, under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of

FANNIE MAE, a corporation organized and existing under the laws of the United States

Randall E. Borden
Witness

By: David S. Worley (SEAL)

Name: David S. Worley

Its: Senior Vice President

Harriet L. Coles-Williams
Notary Public



My commission expires: August 12, 2012



HARRIET L. COLES-WILLIAMS
Notary Public
Montgomery County, Maryland
My Commission Expires August 12, 2012

SCHEDULE "A"

Washington West

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SCHEDULE "B"

PERMITTED ENCUMBRANCES

The Property is transferred subject to the following:

1. All taxes and assessments outstanding, including those which are a lien not yet due and payable.
2. Laws and regulations of governmental authorities applicable to the Property including, without limitation, zoning.
3. The exact location of boundary lines, unrecorded easements, possible encroachments and other facts or conditions which would be disclosed by an accurate survey and inspection of the Property; and rights, if any, of persons who may be in possession under claims not appearing of record.
4. Any other matters which might be disclosed by an accurate survey and inspection of the Property.
5. Riparian rights incident to the premises.
6. Rights of tenants in possession, as tenants only, under unrecorded leases.
7. State Highway Department of Georgia Right of Way Deed from C. P. Homes, Inc. to the State Highway Department of Georgia, dated October 24, 1963 and recorded in Deed Book 4143, page 67, Fulton County, Georgia Records.
8. State Highway Department of Georgia Right of Way Deed from G. N. Eberhardt to the State Highway Department of Georgia, dated May 12, 1964 and recorded in Deed Book 4235, page 38, aforesaid records.
9. The east line of the Property abuts interstate Highway I-285 which is a limited access highway with right of access limited to those points designated by the State Highway Department of Georgia, aforesaid records.
10. Road Deed from Ralph D. Torrance, et al., to Fulton County, Georgia, dated April 13, 1970 and recorded in Deed Book 5242, page 112, aforesaid records.
11. Road Deed and Easement from Ralph D. Torrance and Alfred J. Cole, Sr. to Fulton County, Georgia dated April 22, 1971, and recorded in Deed Book 5402, page 250, aforesaid records.
12. Easement from Alfred J. Cole, et al., to Georgia Power Company, dated March 22, 1976 and recorded in Deed Book 6451, Page 500, aforesaid records.