Davidson County DEEDWARR
Recvd: 03/02/05 15:44 3 pgs
Fees:18.00 Taxes:437.56
20050302-0023173

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $118,260.00

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 28th day of February, 2005.

Notary Public

My Commission Expires: 11/2/05

K. THOMAS SIDWELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 11/02/05

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY
Sidwell & Barrett, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

ADDRESS NEW OWNER(S) AS FOLLOWS:
Marquis Homes, LLC
Nashboro Village Lots 315, 316, &317
Nashville, TN

SEND TAX BILLS TO:
1700 Hayes Street, Ste 104
Nashville, TN 37203

MAP-PARCEL NUMBERS:
135.12-0E-030.00-CO, 135.12-0E-031.00-CO and 135.12-0E-032.00-CO

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Vastland Nashboro Development, LLC** hereinafter referred to as Grantors, hereby transfers and conveys to **Marquis Homes, LLC** hereinafter referred to as Grantees, their heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee described as follows, TO WIT:

Land located in the 28th Councilmanic District of Nashville, Davidson County, Tennessee being Units No. 315, 316 and 317, as shown on the plan of Phase One, TRACT 21 NASHBORO VILLAGE, as shown on plats of record in Plat Book 4660, page 159 and as amended in Instrument No. 200311180168332, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Vastland Nashboro Development, LLC by Special Warranty Deed from WDN Properties, Ltd. of record at Instrument No. 20020507-0056328, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:
All matters shown on Plat recorded in Book 4660, Page 159, Register's Office for Davidson County, Tennessee.

Charter of Fairway Point Homeowner's Association, Inc. of record in Book 11703, page 518, Register's Office for Davidson County, Tennessee.

Restrictive covenants contained in an instrument of record in Book 4827, Page 14, at Instrument No. 200103220027768, and in Book 11703, Page 520, Register's Office for Davidson County, Tennessee.

By-Laws and Restrictions of Fairway Point Homeowner's Association of record at Instrument No. 200311180168332, Register's Office for Davidson County, Tennessee.

PUB Boundary Plat of record at Instrument No. 200207100083054; Instrument No. 200208200100664 and Instrument No. 200311180168332, Register's Office for Davidson County, Tennessee.

Right of Way dedication of record in Book 4460, page 149, Register's Office for Davidson County, Tennessee.

Easements of record in Book 4868, Page 74; Book 4815, Page 425; Book 8870, Page 932; Book 10110, Page 854, and at Instrument No. 200010120101575, Register's Office for Davidson County, Tennessee.

Memorandum of Lease of record in Book 10690, Page 327, Register's Office for Davidson County, Tennessee.

Deed to H.O.A. of record at Instrument No. 200010100100360, Register's Office for Davidson County, Tennessee.

Agreement of record at Instrument No. 200205070056329, Register's Office for Davidson County, Tennessee.

Storm water detention agreement at Instrument No. 200103140024179 and at Instrument No. 200208150096780.

County and/or City taxes for the year 2005, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorata share thereof to GRANTEES who will be responsible for payment of said taxes.

This is improved property known as Nashboro Village Lots 315, 316, &317, Nashville, TN.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEES**, their heirs and assigns forever, and I do covenant with the said **GRANTEES** that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said **GRANTEES**, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 28th day of February, 2005.

Vastland Nashboro Development, LLC

By: Mack H. McClung, Chief Manager

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Mack H. McClung, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Chief Manager of the limited liability company and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by the said Mack H. McClung, as such Chief Manager.

Witness my hand and official seal this 28th day of February, 2005.

Notary Public

My Commission Expires: 11/2/05

