STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $160,439.40.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 24 day of August, 2005.

Notary Public

My Commission Expires: 11.2.05

DONALD R. BARRETT, JR. STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY:

Sidwell & Barrett, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

Davidson County DEEDWARR
Recvd: 09/02/05 12:31 3 pgs
Fees:18.00 Taxes:593.63

20050902-0105732

ADDRESS NEW OWNER(S) AS FOLLOWS:
Marquis Homes,LLC
1700 Hayes Street, Ste. 104
Nashville, TN 37203

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:

19135120EO3300CO
19135120EO3400CO
19135120EO3500CO
19135120EO3600CO

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:

BEING Lot Nos. 318, 319, 320, 321, Phase One, Nashboro Village at Fairway Pointe, Tract 21, Boundary of the Regime, as shown by plat of record in Plat Book 4660, Page 159, and as shown on amendment to the restrictions of record in Instrument No. 200311180168332, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.

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

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Taxes for the year 2005 and subsequent years, a lien, but not yet due and payable.

Subject to all matters as set forth per Plat Book 4660, Page 159, and as amended in Instrument No. 200311180168332, Register's Office of said County.

Restrictive Covenants of record in Deed Book 4827, Page 14, at Instrument No. 200103220027768, and in Book 11703, Page 520, Register's Office of said County.

Charter of Fairway Point Homeowner's Association, Inc. of record in Book 11703, Page 518, 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 845, 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 unimproved property known as Lot Nos. 318,319,320,321, 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 24 day of August, 2005.

Vastland Nashboro Development, LLC

BY:

250801151

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Mark McCluy, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and further acknowledged he is the Managing Member of Marquis Homes, LLC, a limited Liability Company, and is authorized by said company to executed this instrument on behalf of said company.

Witness my hand and official seal this 24 day of August, 2005

Notary Public

My Commission Expires: 11-2008

DONALD R. BARRETT, JR.
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

250801151