Davidson County DEEDWARR
Recvd: 09/26/05 10:18 3 pgs
Fees:18.00 Taxes:580.02
20050926-0115104

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $156,762.00.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 16th day of September, 2005.

Notary Public

My Commission Expires: 11/22/05

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

ADDRESS NEW OWNER(S) AS FOLLOWS:
Kenneth Myers Sr.
2234 Nashboro Blvd.
Nashville, TN 37217

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:

135-12- E-031.00

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, Marquis Homes,LLC hereinafter referred to as Grantors, hereby transfers and conveys to Kenneth Myers, Sr., unmarried, 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 No. 316, Phase One, Tract 21 Nashboro Village, as shown by plat of record in Plat Book 4660, Page 159 and amended in Instrument No. 200311180168332, of the 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 Marquis Homes, LLC by Warrnaty deed from Vastland Nashboro Development, LLC of record in Instrument No. 20050302-0023173, 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 amended in Instrument No. 200311180168332, Register's Office of said County.

Charter of Fairway Point Homeowner's Association, Inc. as shown of record in Deed Book 11703, Page 518, Register's Office for said County.

Restrictive Covenants of record in Deed Book 4827, Page 14 and Instrument No. 200103220027767 and Book 11703, page 520, Register's Office of said County.

By-Laws and Restrictions of Fairway Point Homeowner's Asso. of record in Instrument No. 200311180168332, Register's Office for said County.

PUD Boundary Plat of record in Instrument No. 200207100083054, Instrument No. 200208200100664 and Instrument No. 200311180168332, Register's Office for said County.

Right of Way dedication of record in Deed Book 4460, Page 149, Register's Office for said County.

Easements as shown of record in Deed Book 4868, Page 74, Book 4815, page 425, Book 8870, page 932, Book 10110, page 854 and Instrument No. 200010120101575, Register's Office for said County.

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

Deed to H. O. A. of record in Instrument No. 200010100100360, Register's Office for said County.

Agreement of record in Instrument No. 200205070056329, Register's Office for said County.

Storm Water detention of record in Instrument No. 200103140024179 and Instrument No. 200208150096780, Register's Office for said County.

County and/or City taxes for the year, 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 2234 Nashboro Blvd., Nashville, TN 37217.

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 16th day of September, 2005.

Marquis Homes, LLC

By: _____

Its: Chief Manager

250900338

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public for the said county and state, personally appeared Mack McClung, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chief Manager of Marquis Homes, LLC, the within named bargainor, and that as such Chief Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Marquis Homes, LLC as such Chief Manager.

Witness my hand and official seal this 16th day of September, 2005.

Notary Public

My Commission Expires: 11.22.05

