Davidson County DEEDWARR
Recvd: 09/26/05 10:30 3 pgs
Fees:18.00 Taxes:390.72

20050926-0115133

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $105,601.23.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 21 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:
Marquis Homes, LLC
1700 Hayes St. , Suite 104
Nashville, TN 37203

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:

135-00-0-329.00

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, Vastland Nashboro Development, LLC hereinafter referred to as Grantors, hereby transfers and conveys to Marquis Homes, LLC, a Tennessee Limited Liability Company 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 in Davidson County, Tennessee being lots no. 289, 290 & 291 Phase Two, Nashboro Village at Fairway Pointe, Tract 21, as shown on the plat of record in Plat Book 4660, page 159, and as shown on amendment to the restrictions of record in Instrument No. 200502220018814 in the Register's Office for Davidson County, Tennessee to which Plat reference is hereby made for a more complete description of said property.

Being part of the same property conveyed to Vastland Nashboro Development, LLC a Tennessee Limited Liability Company, by 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.

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Restrictive Covenants of record in Deed Book 4827, Page 14, at Instrument No. 20010322002768, 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. 200508150096780 Register's Office for Davidson County, Tennessee.

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 unimproved property known as Lots 289, 290 and 291 Nashboro Village, Fairway Pointe, 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 21 day of September, 2005.

Vastland Nashboro Development, LLC

250901047

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Mack H. McClung, with whom I am personally acquainted and who proved himself to be the Managing Member of Vastland Nashboro Development, LLC, the bargainor, and who, being authorized to do so, acknowledged he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 21 day of September, 2005.

Notary Public

My Commission Expires: 11-22-05

