File No. 250900787

SPECIAL WARRANTY DEED

Bethany Porter
State of Tennessee Notary Public
Rutherford County

STATE OF TENNESSEE
COUNTY OF

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $179,871.37

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19TH DAY OF SEPTEMBER, 2005.

Bethany Porter
Notary Public

MY COMMISSION EXPIRES: 8/16/09
(AFFIX SEAL)

Davidson County DEEDWARR
Recvd: 09/27/05 10:22 2 pgs
Fees:13.00 Taxes:665.52

20050927-0115759

THIS INSTRUMENT WAS PREPARED BY
David W. Kious, Attorney
Southern Title Services
1535 W. Northfield Blvd., Suite 16
Murfreesboro, TN 37129

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Greenvale Construction, LLC	Greenvale Construction, LLC	PART OF 163-00-0-376.00
(NAME)	(NAME)	
1418 Kensington Sq. Ct., Bldg. A	1418 Kensington Sq. Ct., Bldg. A	
(ADDRESS)	(ADDRESS)	
Murfreesboro, TN 37130	Murfreesboro, TN 37130	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, Vastland/Eatherly/McClung Development, LLC, a Tennessee Limited Liability Company, HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENT DOES TRANSFER AND CONVEY UNTO Greenvale Construction, LLC, a Tennessee Limited Liability Company, HEREINAFTER CALLED THE GRANTEE, ITS SUCCESSORS 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 all of Unit Nos. 177, 178, 179, 180, 201, 202 and 203, on the Plan of Exhibit "A", Master Deed Lot Layout (Private Element), Phase V, Mill Park (Formerly Hickory Hollow Townhomes), as shown by plat appearing of record in Plat Instrument No. 20050131-0011265, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said units.

Being part of the same property conveyed to Vastland/Eatherly/McClung, Development, LLC, a Tennessee limited liability company by Warranty Deed dated September 5, 1997 of record in Book 10638, Page 354, Register's Office for Davidson County, Tennessee.

Declaration of Covenants, Conditions, and Restrictions and By-Laws of record in Book 10719, Page 425, Book 11167, Page 757 and Instrument No. 20050131-0011265; Amendment to By-Laws of record in Book 11167, Page 759; Charter for Homeowners' Association of record in Book 10719, Page 419; Storm Water Detention Agreement of record in Book 10506, Page 278; Subject to Boundary Plat of record in Book 9700, Page 538; Easement to BellSouth of record in Book 11378, Page 991; Quitclaim to Homeowners' Association for common areas of record in Book 11221, Page 249; all matters shown on the plan of record in Plat Instrument No. 20050131-0011265; all in the Register's Office for Davidson County, Tennessee.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

unimproved ☒

This is improved ☐ property, known as Units 177- 180, 201-203, Mill Park, Antioch, TN
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD said tract of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, ITS SUCCESSORS and assigns, forever.

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.

GRANTOR does hereby covenant with GRANTEE that GRANTOR has not made, done, executed, allowed or permitted any act, instrument or thing whatever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and GRANTOR does further covenant and bind itself, its successors, assigns and representatives, to warrant and forever defend the title to said land to said GRANTEE, ITS SUCCESSORS and assigns, against the lawful claims of all persons claiming by, through or under said GRANTOR, but not otherwise.

Witness our hands this 19th day of September, 2005.

Vastland/Eatherly/McClung Development, LLC

BY: _____
Mack H. McClung, Chief Manager

STATE OF TENNESSEE

COUNTY OF Williamson

Before me, the undersigned Notary Public, of the state and county aforesaid, personally appeared Mack H. McClung, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Vastland/Eatherly/McClung Development, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager, as duly authorized executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand at office this. 19 day of September, 2005

Commission expires: 1-20-09

Lauren M Rickels
Notary Public

Lauren M Rickels
State of Tennessee Notary Public
Williamson County

File Number: 250900787

RETURN TO:
Southern Title Services
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Murfreesboro, TN 37129