STATE OF TENNESSEE
COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $162,571.00.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 31st day of January, 2006.

Notary Public

My Commission Expires: 11/8/08

K. THOMAS SIDWELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires NOV. 8, 2008

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY:

Davidson County DEEDWARR
Recvd: 02/06/06 11:40 3 pgs
Fees:18.00 Taxes:801.51
20060206-0014459

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

ADDRESS NEW OWNER(S) AS FOLLOWS:
Charles F. Betau and wife, Linda A. Betau

2228 Nashboro Blvd.
Nashville, Tennessee 37217

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:

1315120E03400CO

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 Charles F. Betau and wife, Linda A. Betau, 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. 319, 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 a 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 dated May 3, 2002.
Being further conveyed to Marquis Homes, LLC by Warranty Deed from Vastland Nashboro Development, LLC of record in Instrument No. 20050902-0105732, Register's Office for Davidson County, Tennessee dated August 24, 2005.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

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

Restrictive Covenants of record in Deed Book 4827, Page 14, Instrument No. 200103220027762 and Book 11703, Page 520, Register's Office of said County. This policy insures that said covenants have not been violated to date and any future violation thereof will not result in a forfeiture or reversion of title.

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

By-Laws and Restrictions of Fairway Point Homeowner's Association of record at Instrument No. 200311180168332, said Register's Offfice.

PUB Boundary Plat of record at Instrument No. 200207100083054, Instrument No. 200208200100664, and Instrument No. 200311180168332, said Register's Office.

Right of way dedication of record in Book 4460, page 149, said Register's Office.

Easements of record in Book 4868, Page 74, Book 4815, Page 425, Book 8870, Page 932, Book 10110, Page 845, and Instrument No. 200010120101575, said Register's Office.

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

Deed to HOA of record at Instrument No. 200010100100360, said Register's Office.

Agreement of record at Instrument No. 200205070056329, said Register's Office.

Storm water detention agreement at Instrument No. 200103140024179 and Instrument No. 200208150096780, said Register's Office.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

County and/or City taxes for the year 2006, 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 2228 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 31st day of January, 2006.

Marquis Homes, LLC

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, ~~Author~~ Donald R Burnett, with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purposes there contained, and who further acknowledged that he/she/they is/are the Authorized Agent of Marquis Homes, LLC (herein called the **"Maker"**), or a constituent of the **Maker** and is/are authorized by the **Maker** or by its constituent, the constituent being authorized by the **Maker**, to execute this instrument on behalf of the **Maker** on this 1/31/2006.

Witness my hand and official seal this 31st day of January, 2006.

Notary Public

My Commission Expires: 11/8/08

K. THOMAS SIDWELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires NOV 8, 2008

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