This instrument prepared by:
TrustLand Title & Escrow, LLC
1720 West End Avenue Suite 400
Nashville, Tennessee 37203
(615) 522-0140

Davidson County DEEDWARR
Recvd: 04/17/06 09:27 2 pgs
Fees:13.00 Taxes:510.43
20060417-0043048

File No.: **06-1064**

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged **Marquis Homes, LLC., a Tennessee Limited Liability Company, ("Seller"),** has bargained and sold, and by these presents does transfer and convey unto **Curtis Russell, ("Buyer"),** and Buyer's successors and assigns all of Seller's interest in a certain tracts of land located in **Davidson** County, **Tennessee,** to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 23 A/K/A UNIT 200 OF TULIP COVE TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS, AS SHOWN IN EXHIBIT B OF MASTER DEED PLAT PLAN AS RECORDED IN INSTRUMENT NO. 20050525-0059119 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED FROM MS DEVELOPMENT, A TENNESSEE GENERAL PARTNERSHIP TO MARQUIS HOMES, LLC AS RECORDED ON THE 3RD DAY OF OCTOBER, 2005 IN INSTRUMENT NO. 20051003-0118691; WARRANTY DEED FROM RICHARD A. NELSON TO MS DEVELOPMENT, A TENNESSEE GENERAL PARTNERSHIP COMPOSED OF MACK H. MCCLUNG AND JAMES SPANGLER AS RECORDED ON THE 10TH DAY OF MARCH, 2004 IN INSTRUMENT NO. 20040310-0027449; DEED FROM JOHN L. FOX, AN UNMARRIED PERSON TO RICHARD A. NELSON, MARRIED AS RECORDED ON THE 10TH DAY OF MARCH, 2004 IN INSTRUMENT NO. 20040310-0027446 AND WARRANTY DEED FROM DENNIS OSBORNE, AN UNMARRIED PERSON TO JOHN L. FOX, AN UNMARRIED PERSON AS RECORDED ON THE 25TH DAY OF MAY, 1999 IN BOOK 11492, PAGE 800, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

This conveyance is made 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.

Parcel ID # **Map 75, Group 12F, Parcel 200**
☒ Improved OR
☐ Unimproved property located at: **735 Tulip Grove Road #200, Hermitage, TN 37076**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Witness our hands on the **28th** day of **February, 2006.**

Marquis Homes, LLC

By: **James C. Spangler, It's Chief Manager**

STATE OF **Tennessee** COUNTY OF **Davidson**

Before me, the undersigned a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **James C. Spangler**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the **Chief Manager** of **Marquis Homes, LLC.,** the within named bargainor, a Limited Liability Company, and that he/she 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 him/herself as **Chief Manager**.

Witness my hand and Notarial Seal this the **28th** day of **February, 2006**.

C. M. Corriveau
Notary Public

My Commission Expires:

C. M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 21, 2009

STATE OF **Tennessee**

COUNTY OF **Davidson**

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$137,955.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Laurent Griffin
Affiant

Subscribed and sworn to before me this the **28th** day of **February, 2006**.

Notary Public

My Commission Expires: _____

MARIETTA A. HAEGELIN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 24, 2007

Owner's Name: **Curtis Russell**

and Address: **735 Tulip Grove Road #200, Hermitage, TN 37076**

Mail tax bills to, (Person or Agency responsible for payment of taxes)

Curtis Russell 735 Tulip Grove Rd. 200, Hermitage ,TN 37076