# SPECIAL WARRANTY DEED

G-NE-06-116

STATE OF Tennessee
COUNTY OF Davidson
THE ACTUAL CONSIDERSATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $385,750.00

Affiant

Subscribed and sworn to before me, this 8th DAY OF June, 2006.

Notary Public

MY COMMISSION EXPIRES: 7-29-06

(AFFIX SEAL)

JOHN CLEARY NOTARY PUBLIC DAVIDSON COUNTY LARGE

**THIS INSTRUMENT WAS PREPARED BY**

Rudy Title and Escrow
2012 21st Ave South
Nashville, TN 37212

| ADDRESS NEW OWNER(S) AS FOLLOWS: (NAME) | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Matt Kwasek | New Owner (NAME) | |
| 2600 Hillsboro Pike #116 (ADDRESS) | (ADDRESS) | |
| Nashville, TN 37212 (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | 117-03-0-H 116.00 CO |

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we NASHVILLE ENCLAVE, L.P., A TEXAS LIMITED PARTNERSHIP (F/K/A NASHVILLE ENCLAVE APARTMENTS, L.P., A TEXAS LIMITED PARTNERSHIP), hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto MATT KWASEK, hereinafter called the Grantees, their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to wit:

Unit 116, and Storage Space S-17 on the Plan of THE ENCLAVE AT HILLSBORO VILLAGE Condominiums, as established under Master Deed of record in Instrument 20051005-0119789 as amended in Instrument 20060210-0016562, in the Register's Office, Davidson County, Tennessee, to which master deed reference is hereby made for a more particular description of said unit.

Being part of the same property conveyed by Special Warranty Deed from Forrest Hills, LLC, a Tennessee limited liability company to Nashville Enclave Apartments, L.P., a Texas limited partnership as recorded on the 15th day of March, 2004 in Instrument No. 20040315-0029461 and Quitclaim Deed from Forrest Hills, LLC, a Tennessee limited liability company to Nashville Enclave Apartments, L.P., a Texas limited partnership as recorded on the 15th day of March, 2004 in Instrument No. 20040315-0029462, in the Register's Office of Davidson County, Tennessee.

This conveyance is subject to: (i) all ad valorem taxes assessed against Unit 116 for 2006, and (ii) all matters shown on Exhibit "A" annexed to this Deed.

unimproved ( )
This is improved ( X ) property, known as 2600 Hillsboro Pike #116, Nashville, Tennessee 37212
(House Number) (Street) (P.O Address) (City or Town) (Postal ZIP)

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 we do covenant with the said GRANTEES that we are 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. Grantor hereby covenants with Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through or under Grantor. No other covenants or warranties, express or implied, are given by this Special Warranty Deed. 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.

Davidson County DEEDWARR
Recvd: 06/14/06 11:30 3 pgs
Fees:18.00 Taxes:1427.28
20060614-0070807

Witness my/our hand(s) this 8th day of June, 2006.

Nashville Enclave, L.P., a Texas limited partnership (f/k/a Nashville Enclave Apartments, L.P., a Texas limited partnership)

BY: Bomsada Nashville, LLC, a Texas limited liability company

Its: General Partner

By: _____
John L. Gilbert, Manager

STATE OF ~~Tennessee~~ TEXAS
COUNTY OF ~~Davidson~~ HARRIS

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, John L. Gilbert,with whom I am personally aquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she is the Manager of Bomsada Nashville, LLC, a Texas limited liability company, in its capacity as the general partner of Nashville Enclave, L.P., a Texas limited partnership (f/k/a Nashville Enclave Apartments, L.P., a Texas Limited Partnership) the maker, that he/she is authorized by the maker to execute the within instrument on its behalf, and who acknowledged that he/she executed the within instrument on behalf of the maker, for the purposes therein contained.

Witness my hand and official seal
on this the 9th day of June 2006.

Jyotsna N Ved
NOTARY PUBLIC

My Commission Expires: 03/29/10

JYOTSNA N. VED
MY COMMISSION EXPIRES
MARCH 29, 2010

**RETURN TO:**

**Rudy Title and Escrow**
2012 21st Ave South
Nashville, TN 37212
Phone: (615)383-2903

# EXHIBIT "A"

# EXCEPTIONS

a. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.

b. Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing THE ENCLAVE AT HILLSBORO VILLAGE Condominium of record in Instrument No. 20051005-0119789 , as amended by instrument(s) of record in Instrument No. 20060210-0016562; also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon.

c. Charter of The Enclave at Hillsboro Village Condominiums Association, Inc. recorded at Instrument Nos. 20050926-0115605 and 20050928-0116816.

d. Rights or claims of parties in possession not shown by the public records.

e. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

f. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.

g. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by public records.

h. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

I. Taxes or assesments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public.

J. This Conveyance is subject to any and all existing easements and restrictions of record.

**RECORDERS MEMO**
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UINSATISFACTORY WHEN RECEIVED