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

File No.: **06-1361**

Davidson County DEEDWARR
Recvd: 08/16/06 09:57 3 pgs
Fees:18.00 Taxes:1103.19
20060816-0100793

CORPORATE SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **August 14, 2006** by and between **St Martin Square, Inc., a Tennessee Corporation**, parties of the first part, and **Thomas C. Livesay and Sherie Livesay, husband and wife,** party of the second part,

WITNESSETH: This for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part had bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Brentwood**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Unit 21, ST. MARTIN SQUARE AT SEVEN SPRINGS, PHASE I Condominiums, as shown by plat of record in Instrument No. 20060222-0020470, as established under Master Deed of record in Instrument No. 20060310-0028319, 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 a part of the same property conveyed by Quit Claim Deed from Vastland Development Partnership, a Tennessee general partnership comprised of Mack McClung and J.D. Eatherly to St. Martin Square Inc., a Tennessee corporation, as recorded on the 20th day of October, 2005 in Instrument No. 20051020-0126805, Register's Office of Davidson County, Tennessee.

This conveyance is made subject to:

(1) County 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 prorate share thereof to GRANTEES who will be responsible for payment of said taxes. (2) Declaration of Covenants, Conditions and Restrictions recorded in Instrument Nos. 20000713-0069415, 20000713-0075531, 20000818-0081931, 20010803-0082967 and 20011024-0116171. (3) Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing ST. MARTIN SQUARE AT SEVEN SPRINGS, PHASE I Condominium of record in Instrument No. 20060310-0028319. (4) Charter of Seven Springs Neighborhood Association, Inc. recorded at Instrument Nos. 20040520-0059668, 20010726-0079648 and 20060217-0019487. (5) Easement for Storm Water Detention Agreement, recorded in Instrument No. 20040816-0098712.

Parcel ID #: **Part of Map 160.00, Parcel 46.00**
☒ Improved OR
☐ Unimproved property located at: **309 Seven Springs Way, #105, Brentwood, TN 37027**

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 our hands on the **9th** day of **August, 2006.**

St Martin Square, Inc.

By: **Mack H McClung**
It's: **President**

State of **Tennessee**

County of **Davidson**

Before me, the undersigned of the State and County mentioned, personally appeared **Mack H McClung** with whom I personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be the **President** of **St Martin Square, Inc.,** the within named bargainor, a corporation, and that such **Mack H McClung**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the corporation as **President.**

Witness my hand and Seal at office on the **9th** day of **August, 2006.**

Notary Public

My Commission Expires:

STACEY DENSON PALMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2008

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 **$298,160.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this **9th** day of **August, 2006.**

Notary Public

My Commission Expires:

STACEY DENSON PALMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2008

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Owner's Name: **Thomas C. Livesay and Sherie Livesay**

and Address: **309 Seven Springs Way, #105, Brentwood, Tennessee 37027**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
CTX Mortgage
P. O. Box 650269
Dallas, TX 75265