RECORD & RETURN TO:
Nations Title Agency of Tennessee, Inc.
5214 Maryland Way, Ste. 208
Brentwood, TN 37027
06TN02626

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

File No.: **06-1512**

Davidson County DEEDWARR
Recvd: 08/24/06 12:47 2 pgs
Fees:13.00 Taxes:588.44
20060824-0104536

CORPORATE SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this by and between **Marquis Homes, LLC., a Tennessee Corporation**, parties of the first part, and **Russell Mallory, unmarried** , 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 **Nashville**, County of **Davidson**, State of Tennessee, to wit:

Lot 278, NASHBORO VILLAGE AT FAIRWAY POINTE, PHASE TWO, Tract 21 as shown on plat of record in Plat Book 4460, Page 159, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed by Warranty Deed from Vastland Nashboro Development, LLC to Marquis Homes, LLC, a Tennessee Limited Liability Company as recorded on the 20th day of December, 2005 in Instrument No. 20051220-0152489 and part of Deed from WDN Properties, Ltd. to Vastland Nashboro Development, LLC, a Tennessee Limited Liability Company as recorded on the 7th day of May, 2002 in Instrument No. 20020507-0056328, in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to: 1)Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PHASE TWO, NASHBORO VILLAGE AT FAIRWAY POINTE, TRACT 21, as recorded in Boundary Plat Book 4660, Page(s) 159 amended at Instrument No. 200502220018814, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). 2)Covenants, Conditions and Restrictions as set forth in Declaration of Covenants and Restrictions recorded in Book 4827, Page 14 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). 3)Declaration of Covenants, Conditions and Restrictions recorded in Book 11703, Page 520 amended at Instrument Nos. 200003160027171, 20031118-0168332, 20050222-0018813 and 20050222-0018814; and 20010322-0027768 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). 4)Terms and provisions of by-Laws of Fairway Pointe Homeowners Association, Inc. recorded in Book 11703, Page 560.5)Charter of Fairway Pointe Homeowners Association, Inc. in Book 11703, Page 518. 6)Easement for Cable Television and Maintenance Agreement, recorded in Instrument No. 20001012-0101575. 7)Easement for Stormwater Detention Agreement, recorded in Instrument No. 20010314-0024179. 8)Easement for Right of Way Dedication, recorded in Book 4460, Page 149. 9)License to Use Fitness Center and Swimming Pools recorded at Instrument No. 20020507-0056329. 10)Memorandum of Lease recorded in Book 10690, Page 327.

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.

Parcel ID #: P/O **135-329.00 (Parent Parcel)135-329**
☒ Improved OR
☐ Unimproved property located at: **Lot 278 Nashboro Village/ 2628 Nashboro Blvd., Nashville, TN 37217**

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 **22nd** day of **August, 2006.**

Marquis Homes, LLC.

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

State of **Tennessee**

County of **Davidson**

Before me, the undersigned of the State and County mentioned, personally appeared **James C Spangler** 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 **Chief Manager** of **Marquis Homes, LLC.,** the within named bargainor, a limited liability company, and that such **James C. Spangler**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the limited liability company as **Chief Manager.**

Witness my hand and Seal at office on the **22nd** day of **August, 2006.**

C.M. CORRIVEAU STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 21, 2009

Notary Public

My Commission Expires: _____

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 ~~$154,407.00~~ 159,839.00 which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

ERINN K. MARKHAM NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 25, 2006

Subscribed and sworn to before me this ~~11th~~ 22nd day of **August, 2006.**

Notary Public

My Commission Expires: _____

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Owner's Name: **Russell Mallory**
and Address: **2628 Nashboro Blvd., Nashville, TN 37217**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
American Brokers Conduit
520 Broadhollow Rd
Melville, NY 11747