This instrument prepared by:
TrustLand Title & Escrow, LLC.
475 Metroplex Drive Suite 208
Nashville, TN 37211

Davidson County DEEDWARR
Recvd: 09/13/06 11:54 2 pgs
Fees:13.00 Taxes:557.78
20060913-0113337

File No.: **06-1542**

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **September 8, 2006** by and between **Marquis Homes, LLC, a Tennessee Limited Liability Company**, parties of the first part, and **Rebecca A. Barnette and her husband, Travis C. Barnette,** 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 **Hermitage**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee being Lot 77 a/k/a Unit 211, TULIP COVE, as shown on plan of record in Exhibit B of Master Deed recorded at Instrument No. 20050525-0059119, 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 MS Development, a Tennessee General Partnership to Marquis Homes, LLC, a Tennessee limited liability company as recorded on the 24th day of March, 2006 in Instrument Number 20060324-0033691 and part of Warranty Deed from Richard A. Nelson to MS Development, a Tennessee general partnership composed of Mach H. McClung and James Spangler as recorded on the 10th day of March, 2004 in Instrument number 20040310-0027449, 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 TULIP COVE, as recorded in Boundary Plat in Instrument No. 20050517-0055768, 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)Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing TULIP COVE Condominium of record in Instrument No. 20050525-0059119 ; 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. 3)Easement for Sanitary Sewer, recorded in Book 4123, Page 640. 4) Utility Codes Letter recorded in Book 10413, Page 841.

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 #: **76-2.00 (Parent Parcel)**
☒ Improved OR
☐ Unimproved property located at: **735 Tulip Grove Road Unit 211, 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 our hands on the **8th** day of **September, 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 **8th** day of **September, 2006.**

Rita B. Mitchell
Notary Public

My Commission Expires: 6-17-07

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 **$150,750.00** 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 **8th** day of **September, 2006.**

Rita B. Mitchell
Notary Public

My Commission Expires: 6-17-07

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Owner's Name: **Travis C. Barnette and Rebecca A. Barnette**

and Address: 735 Tulip Grove Rd #211, Hermitage, Tennessee 37076

Mail tax bills to, (Person or Agency responsible for payment of taxes):
CTX Mortgage Company, LLC
801 94th Ave. N.
St. Petersburg, FL 33702