This instrument prepared by:
TrustLand Title & Escrow, LLC.
1720 West End Avenue Suite 400
Nashville, TN 37203
File No.: **06-1545**

Davidson County DEEDWARR
Recvd: 09/14/06 15:29 2 pg
Fees:13.00 Taxes:962.00
20060914-0114255

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **September 12, 2006** by and between **Gallardia Properties, LLC, a limited liability company**, parties of the first part, and **Summit Strategic Investments, LLC., a Tennessee Limited Liability Company,** 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:

Land in Davidson County, Tennessee, being Units 14 and 19, NASHBORO VILLAGE - TRACT 13, as shown on plat of record in Instrument No. 20021230-0161681, 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 Quitclaim Deed from Vastland Nashboro Development, LLC, a Tennessee limited liability company to Gallardia Properties, LLC as recorded on the 1st day of February, 2006 in Instrument No. 20060201-0012533 and Special Warranty Deed from WDN Properties, Ltd. to Vastland Nashboro Development, LLC as recorded on the 7th day of May, 2002 in Instrument No. 20020507-0056328, in the Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Summit Strategic Investments, LLC., a Tennessee Limited Liability Company, by Special Warranty Deed from Gallardia Properties, LLC., a Tennessee Limited Liability Company, dated September 12, 2006 and being recorded in the 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) Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq. (3) Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of NASHBORO VILLAGE - TRACT 13, as recorded in Instrument No. 20021230-0161681. (4) Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 4827, Page 14 and Instrument Nos. 20021211-0152726 and 20031008-0149209. (5) Terms and provisions of by-Laws of Parkside Villas Homeowners Association, Inc. recorded in Instrument No. 20021211-0152727 amended at Instrument No. 20031008-0149209. (6) Easement for Sewer Lines, recorded in Book 4868, Page 74, Book 4815, Page 425, Book 6209, Page 538 and Book 8870, Pages 887 and 932. (7)Easement for golf course and utilities, recorded in Book 10110, Page 854. (8) Easement for Cable TV, recorded in Instrument No. 20001012-0101575. (9) Easement to BellSouth, recorded in Instrument No. 20041025-0128047. (10) License to use fitness center and swimming pool recorded at Instrument No. 20020507-0056329. (11) Quitclaim Deed for Common Areas recorded at Instrument No. 20031008-0149210. (12) Storm Water Detention Agreement recorded at Instrument Nos. 20010314-0024179 and 20021205-0150029. (13) All matters of Plat recorded in Book 4460, Pages 149 thru 151 and Book 4460, Pages 74 and 158.

Parcel ID #: **135-12-C-14.00 CO (Unit 14), 135-12-C-19.00 CO (Unit 19)**

☒ Improved OR
☐ Unimproved property located at: **1961 and 1971 Nasboro 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 **12th** day of **September, 2006.**

Gallardia Properties, LLC.

By: **Mack H McClung**
It's: **Chief Manager**

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 **Chief Manager** of **Gallardia Properties, LLC.,** the within named bargainor, a Limited Liability Company, and that such **Mack H McClung**, 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 **12th** day of **September, 2006.**

Notary Public

My Commission Expires:

STACEY DENSON PALMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

State of **Tennessee**

County of **Davidson** My Commission Expires NOV. 22, 2008

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 **$260,000.00** 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 **12th** day of **September, 2006.**

Notary Public

My Commission Expires:

STACEY DENSON PALMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

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Owner's Name: **Summit Strategic Investments, LLC.**

and Address: **213 Ward Circle, Ste 200, Brentwoood, Tennessee**

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