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

File No.: **A06-1262**

Davidson County DEEDWARR
Recvd: 10/04/06 12:16 2 pgs
Fees:13.00 Taxes:645.65
20061004-0123046

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **September 28, 2006** by and between **Marquis Homes, LLC., a Tennessee Corporation**, parties of the first part, and **Mike Arnone, a married man,** 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 11 Unit 120 Tulip Cove Townhomes, Exhibit "B". as established under Master Deed of record in Instrument Number 20050525-0059119, 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 property conveyed to Marquis Homes, LLC, a Tennessee Limited Liability Company by Warranty Deed from MS Development, a Tennessee General Partnership, recorded on May 30, 2006 in Instrument Number 20060530-0062849, in the Register's Office of Davidson County, Tennessee.

1. This conveyance is made subject to: 1)Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Tulip Cove Townhomes, Exhibit B, as recorded in Instrument Number 20050525-0059119 and Boundary Survey recorded at Instrument Number 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 ©. 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 TOWNHOMES, EXHIBIT B 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 for Detached Structure 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 #: **P/O 76-2.00**
☒ Improved OR
☐ Unimproved property located at: **735 Tulip Grove Road, Lot # 11 Unit 120, 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 **28th** 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 **28th** day of **September, 2006.**

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

Stacey Denson Palmer
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 **$174,500.00** 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 **28th** day of **September, 2006.**

B. MITCHELL
STATE OF TENNESSEE

Notary Public

My Commission Expires: 6-7-09

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Owner's Name: **Mike Arnone**

and Address: **735 Tulip Grove Rd. Unit 120, Hermitage, TN 37076-4619,**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
Countrywide Home Loans, Inc.
3011 Armory Dr.
Nashville, TN 37204