This instrument prepared by:
TrustLand Title & Escrow, LLC.
475 Metroplex Drive, Suite 208
Nashville, TN 37211
File No.: **06-1427**

Davidson County DEEDWARR
Recvd: 10/04/06 12:24 3 pgs
Fees:18.00 Taxes:603.10
20061004-0123053

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 **Dwayne Elliott, A Single 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 **Nashville**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Unit 301, NASHBORO VILLAGE AT FAIRWAY POINTE, TRACT 21, PHASE TWO Planned Unit Development, as shown on plat of record in Plat Book 4660, 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 15th day of May, 2006 in Instrument No. 20060515-0056867 and part of 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.

This conveyance is made subject to: (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record. (6) Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of NASHBORO VILLAGE AT FAIRWAY POINTE, TRACT 21, PHASE TWO, as recorded in Plat Book 4660, Page(s) 159, 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). (7)Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 4827, Page 14, Book 5469, Page 840 and Book 7751, Page 907 , 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). (8) Declaration of Covenants, Conditions and Restrictions recorded in Book 11703, Page 520 and Instrument Nos. 200003160027171, 200311180168332, 200502220018813, 20050222001884 and 200103220027768, 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). (9)Terms and provisions of by-Laws of Fairway Pointe Homeowners Association recorded in Book 11703, Page 560. (10) Charter of Fairway Pointe Homeowners Association recorded in Book 11703, Page 518. (11) Easement for Cable, recorded in Instrument No. 20001012-0101575. (12) Easement for Storm Water Detention, recorded in Instrument No. 20010314-0024179. (13) Easement for Right of Way Dedication, recorded in Book 4460, Page 149. (14) License to Use Fitness Center and Swimming Pool recorded at Instrument No. 20020507-0056329. (15) Memorandum of Lease recorded in Book 10690, Page 327. (16) Easement to NES recorded in Book 4821, Page 109, Book 4650, Page 159 and Book 11594, Page 298. (17) Overhead line easement recorded in Book 4815, Page 425. (18) Sewer Line Easement recorded in Book 7225, Page 239, Book 8870, Page 887 and Book 8870, Page 932. (19) Plat recorded in Plat Book 4460, Pages 149 thru 151.

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 #: **Part of135-329.00 New 135-12-0-E-301**
☒ Improved OR
☐ Unimproved property located at: **2632 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 **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.

Stacey Denson Palmer
Notary Public

My Commission Expires:

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 **$163,000.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Ashley Bush
Affiant

WILSON COUNTY TENNESSEE NOTARY PUBLIC RITA L.

Subscribed and sworn to before me this 28th day of **September, 2006.**

Rita Mitchell
Notary Public

My Commission Expires: 6-17-2007

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Owner's Name: **Dwayne V Elliott**

and Address: **2632 Nashboro Blvd., Nashville, Tennessee 37217**

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