39-03

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

File No.: **A06-1058**

Davidson County DEEDWARR
Recvd: 10/17/06 13:39 2 pg
Fees:13.00 Taxes:1245.64
20061017-0128896

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **October 12, 2006** by and between **Marquis Homes, LLC., a Tennessee Corporation**, parties of the first part, and **Glenn M. Mackowski,** _____, 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 **Brentwood**, County of **Williamson**, State of Tennessee, to wit:

Land in Davidson County, being Lot 102, PRESIDENT'S RESERVE AT BRENTWOOD, PHASE ONE, as shown on plat of record in Exhibit E of Instrument No. 20060317-0030917, 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 to MS Development Partnership, a Tennessee General Partnership by Warranty Deed from Hawkeye Constructors, LLC, recorded on the 15th day of June, 2005 in Instrument No. 20050615-0068179, in the Register's Office of Davidson County, Tennessee. S.O.T. to grantors by quitclaim Davidson Co. Inst. # 20061017 0128895
This conveyance is made subject to: 1)Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PRESIDENT'S RESERVE AT BRENTWOOD, PHASE ONE, as recorded in Plat Book 1130, Page(s) 6, 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, Conditions, and Restrictions recorded in Instrument No. 20060317-0030917 , 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)Charter for Homeowners Association recorded at Instrument No. 20060309-0027746. 4)Easement for Sanitary Sewer, recorded in Book 7825, Page 79. 5)Easement for Sanitary Sewer and Water Main, recorded in Instrument No. 20050706-0077169. 6)Storm Water Detention Agreement recorded at Instrument No. 20050707-0077956.
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 #: **160 81.00**
☒ Improved OR
☐ Unimproved property located at: **5606 Cloverland Dr., Unit 102, Brentwood, TN 37201**

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 **October, 2006.**

Marquis Homes, LLC.

By: Mack K. McClung
It's: **Chief Manager**

State of **Tennessee**

County of **Davidson**

Before me, the undersigned of the State and County mentioned, personally appeared 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 Mack K. 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 **October, 2006.**

Notary Public

My Commission Expires: 9-22-2007

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 22, 2007

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 **$336,660.00** 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 **October, 2006.**

Notary Public

KENNETH M. BALLEW STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 7-25-09

****

Owner's Name: **Glenn M. Mackowski**
and Address: **5606 Cloverland Dr., Brentwood, Tennessee 37201**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
Glenn M. Mackowski
5606 Cloverland Dr. Unit 102
Brentwood, TN 37201