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

File No.: **A06-1073**

Davidson County DEEDWARR
Recvd: 10/18/06 11:56 2 pgs
Fees:13.00 Taxes:461.33
20061018-0129335

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **October 16, 2006** by and between **Gallardia Properties, LLC., a Tennessee Corporation,** parties of the first part, and **Edward Stefanov, and Carmel Stefanov, husband and wife,** 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 NO. 17, 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 Quit Claim 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.

This conveyance is made subject to: 1)Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of UNIT NO. 17, NASHBORO VILLAGE-TRACT 13, as recorded in Instrument No. 20021230-0161681 and Book 4460, Pages 149 thru 151, Book 4660, Page 74 and Book 4660, Page 158, 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 Deed recorded in Book 4827, Page 14 and Instrument Nos. 20021211-0152726 and 20031008-0149209 , 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)Terms and provisions of b y-Laws recorded in Instrument Nos. 20021211-0152727 and 20031008-0149209. 4)Easement granted to BellSouth Telecommunications, Inc. recorded in Instrument No. 20041025-0128047. 5)Easement for Cable TV recorded in Instrument No. 20001012-0101575. 6)Easement for Sewer Line recorded in Book 4868, Page 74, Book 4815, Page 425, Book 6209, Page 538, Book 8870, Page 887 and Book 8870, Page 932. 7)Easement for Golf Course and Utilities recorded in Book 10110, Page 854. 8)License to use Fitness Center and Swimming Pool recorded at Instrument No. 20020507-0056329. 9)Quit Claim Deed for Common Areas to Homeowners Association recorded at Instrument No. 20031008-0149210. 10)Storm Water Detention Agreement recorded at Instrument Nos. 20010314-0024179 and 20021205-0150029.

County taxes for the year ~~2006~~ 2007, 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 #: **135-12-C 7.00 CO**
☒ Improved OR
☐ Unimproved property located at: **1965 Nashboro Blvd, Lot 17 Lakeside Villas, 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 **16th** day of **October, 2006.**

Gallardia Properties, 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 **Mack K. 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, 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 **16th** day of **October, 2006.**

Notary Public

My Commission Expires: 9-22-2007

TAMMY R. LEATHERS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY

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 **$124,685.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

STATE OF TENNESSEE
NOTARY PUBLIC
WILSON COUNTY, TENN.

Subscribed and sworn to before me this **16th** day of **October, 2006.**

Notary Public

My Commission Expires: 6-17-09

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Owner's Name: **Edward Stefanov**
and Address: **1965 Nashboro Blvd, Nashville, Tennessee 37217**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
Edward Stefanov
1965 Nashboro Blvd.
Nashville, TN 37217