Davidson County DEEDWARR
Recvd: 11/07/06 09:30 3 pgs
Fees:18.00 Taxes:1393.05
20061107-0138368

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

File No.: **06-1608**

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **November 3, 2006** by and between **St Martin Square, Inc., a Tennessee Corporation**, parties of the first part, and **Charles Cooper and Rebecca Cooper, 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 **Brentwood**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Unit 1, PHASE I, ST. MARTIN SQUARE AT SEVEN SPRINGS Condominiums, as established under Master Deed of record in Instrument 20060310-0028319, 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 same property conveyed by Quitclaim Deed from Vastland Development Partnership, a Tennessee general partnership comprised of Mack McClung and J.D. Eatherly to St. Martin Square, Inc., a Tennessee corporation as recorded on the 20th day of October, 2005 in Instrument No. 20051020-0126805 and part of Limited Warranty Deed from Town Village Nashville, LLC to Vastland Development Partnership, a Tennessee general partnership as recorded on the 27th day of January, 2004 in Instrument No. 20040127-0010471, in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to:

County taxes for the year 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.

Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.

Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PHASE I, ST. MARTIN SQUARE AT SEVEN SPRINGS, as recorded in Boundary Plat No. 20060222-0020470 (Lot 1, St. Martin Square Subdivision), 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).

Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 200007130069415 amended at Instrument Nos. 200007130075531, 200008180081931, 20010803-0082967 and ratified at Instrument No. 20011024-0116171 (Seven Springs) , 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).

Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing PHASE I, ST. MARTIN SQUARE AT SEVEN SPRINGS Condominium of record in Instrument No. 20060310-0028319 ; 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.

Charter of Seven Springs Brentwood Owners Association, Inc. recorded at Instrument No. 20010726-0079648.

Charter of Seven Springs Neighborhood Association, Inc. recorded at Instrument No. 20040520-0059668.

Charter of St. Martin Square Condominium Owners Association recorded at Instrument No. 20060217-0019487.

Stormwater Detention and Water Quality Device Agreement recorded at Instrument No. 20040816-0098712

Parcel ID #: **160-15-0-D-001 CO**
☒ Improved OR
☐ Unimproved property located at: **311 Seven Springs Way, Suite 101, Brentwood, TN 37027**

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 **3rd** day of **November, 2006.**

St Martin Square, Inc.

By: **Mack H McClung**
It's: **President**

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 **President** of **St Martin Square, Inc.,** the within named bargainor, a Corporation, and that such **Mack H McClung**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the Corporation as **President.**

Witness my hand and Seal at office on the **3rd** day of **November, 2006.**

Notary Public

My Commission Expires:

C.M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 21, 2009

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 **$376,499.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Amy Crowe

Affiant

Subscribed and sworn to before me this **3rd** day of **November, 2006.**

Notary Public

My Commission Expires: 3-10-07

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Owner's Name: **Charles Cooper and Rebecca Cooper**

and Address: **311 Seven Springs Way, Suite 101, Brentwood, Tennessee 37027**

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

SAME