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

File No.: **06-1601**

Davidson County DEEDWARR
Recvd: 11/13/06 11:40 2 pgs
Fees:13.00 Taxes:621.60
20061113-0140260

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **October 24, 2006** by and between **MS Development Partnership, G.P., a Tennessee Limited Liability Company**, parties of the first part, and **Marquis Homes, LLC., a Tennessee Limited Liability Company,** 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 Lot No.'s 10, 11, 12 and 13 on the Plan of Stoneridge, Phase I, as shown on plat of record in Exhibit B of Instrument No. 20060721-0088352, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to MS Development Partnership, a Tennessee General Partnership, by Warranty Deed from CCH Partners, G.P., dated May 10, 2005, of record in Instrument No. 20050510-0052716, and re-recorded in Instrument No. 20050520-0057093, Register's Office of Davidson County, Tennessee

This conveyance is made subject to:

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.

1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of STONERIDGE, PHASE I, as recorded in Exhibit B of Instrument No. 20050525-0059119, Reigster's Office for Davidson County, Tennessee.
2. Easement to Tennessee Electric Power Company of record in Book 787, page 3, Reigster's Office for Davidson County, Tennessee..
3. Easement of record in Instrument No. 20050510-0052716, Reigster's Office for Davidson County, Tennessee..
4. Storm Water Detention Agreement of record in Instrument No. 20050804-0091479, Reigster's Office for Davidson County, Tennessee..
5. Restrictive Covenants of record in Instrument No. 20050421-0044398 and Instrument No. 20060721-0088352, Reigster's Office for Davidson County, Tennessee.

Parcel ID #: **Part of Map 114, Parcel 209.02**
☐ Improved OR
☒ Unimproved property located at: **Lots 10, 11, 12 & 13 Stoneridge, Nashville, TN 37221**

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 **24th** day of **October, 2006.**

MS Development Partnership, G.P.

By: **Mack H. McClung**
It's: **General Partner**

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 **General Partner** of **MS Development Partnership, G.P.,** the within named bargainor, a Tennessee General Partnership, and that such **Mack H. McClung**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the Tennessee General Partnership as **General Partner.**

Witness my hand and Seal at office on the **24th** day of **October, 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 **$168,000.00** 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 **24th** day of **October, 2006.**

Notary Public

My Commission Expires: _____

C.M. CORRIVEAU STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

****

Owner's Name: **Marquis Homes, LLC.**

and Address: **1700 Hayes Street, Suite 104, Nashville, TN. 37023**

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