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

File No.: **06-1316**

Davidson County DEEDWARR
Recvd: 01/26/07 15:39 2 pgs
Fees:13.00 Taxes:610.13
20070126-0011218

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **January 18, 2007** by and between **Marquis Homes, LLC., a Tennessee limited liability company**, parties of the first part, and **Paul Kazanofski and Sara Kazanofski, 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 Lot No. 255, NASHBORO VILLAGE AT FAIRWAY POINTE, as shown on plat of record in Plat Book 4660, Page 159, amended at Instrument No. 20050222-0018814, 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 Marquis Homes, LLC by Warranty Deed from Vastland Nashboro Development, LLC, recorded on the 30th day of May, 2006 in Instrument No. 20060530-0062847, 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.

1. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq. (2) Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of NASHBORO VILLAGE AT FAIRWAY POINTE, as recorded in Plat Book 4660, Page(s) 159 amended at Instrument No. 20050222-0018814 and Plat Book 4460, Pages 149 thru 151. (3) Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 4827, Page 14, Book 5469, Page 840, Book 7751, Page 907 and Book 11703, Page 520 and Instrument Nos. 20000316-0027171, 20010322-0027768, 20050222-0018813, 20050222-0018814 and 20031118-0168332. (4) Charter of Fairway Pointe Homeowners Association, Inc. recorded in Book 11703, Page 518. (5) Easement granted to NES recorded in Book 4821, Page 109, Book 4650, Page 159 and Book 11594, Page 298. (5) Easement for overhead line recorded in Book 4815, Page 425. (6) Easement for sewer line recorded in Book 7225, Page 239, Book 8870, Page 887 and Book 8870, Page 932. (6) License to use Fitness Center and Swimming Pools recorded at Instrument No. 20020507-0056329. (7) License to Web Service Co. recorded in Book 10690, Page 327.

Parcel ID #: **135120E253.00**
☒ Improved OR
☐ Unimproved property located at: **2266 Nashboro Blvd., Nashville, TN 37127**

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 **18th** day of **January, 2007.**

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 **18th** day of **January, 2007.**

Notary Public

ASHLEY BUSH
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

My Commission Expires: 10/2/10

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 **$164,900.00** 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 **18th** day of **January, 2007.**

Notary Public

ASHLEY BUSH
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

My Commission Expires: 10/2/10

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Owner's Name: **Paul Kazanofski and Sara Kazanofski**

and Address: **2266 Nashboro Blvd, Nashville TN, 37217**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
Excell Funding
28924 S Western Avenue, Suite 100
Rancho Palos Verdes, CA 90275