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

Davidson County DEEDWARR
Recvd: 07/02/07 13:42 2 pgs
Fees:13.00 Taxes:1036.00
20070702-0078760

File No.: **07-1752**

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of **June 22, 2007** by and between **Marquis Homes, LLC.,a Tennessee limited liability company**, **("Grantor")**, and **Lindsay Hopper, an unmarried individual, ("Grantee")**,

WITNESSETH: For and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee, its successors and assigns, the following described Real Estate, situated and being in the City of **Brentwood**, County of **Davidson**, State of Tennessee, to wit:

The following described property is located in the County of Davidson, State of Tennessee, to-wit:

Land in Davidson County, being Lot No. 103, President's Reserve at Brentwood, Phase One, as shown on plat of record in Exhibit E of Instrument Number 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 the same property conveyed to Marquis Homes. LLC, a Tennessee Limited Liability Company from MS Development Partnership, a Tennessee General Partnership by deed dated December 15, 2006 of record in Instrument Number 20061221-0157227 in the records for Davidson County, TN. Being the same property PREVIOUSLY conveyed to MS Development Partnership, a Tennessee General Partnership from Hawkeye Construction LLC by deed dated June 3, 2005 of record in Instrument Number 20050615-0068179, in the records for Davidson County, TN.

This conveyance is made subject to:

1. 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.

2. 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 2) Covenants, Conditions and Restrictions as set forth in Declaration of Covenants, Conditions, and Restrictions recorded in Instrument No. 20060317-0030917 , 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.

Parcel ID #: **160-15-0-E-003.00**
☒ Improved OR
☐ Unimproved property located at: **5606 Cloverland Drive #103, 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 Grantee, its successors and assigns in fee simple forever.

Grantor does hereby covenant, warrant and bind itself, its successors and assigns to Grantee, its successors and assigns, that it is lawfully seized in fee simple of the aforedescribed Real Estate; that it has good right to sell and convey the same; that the same is unencumbered and restricted, EXCEPT as set forth herein, and that it, on behalf of itself, its successors and assigns, warrants and shall forever defend the title and quiet possession the title and quiet possession of the Real Estate against the lawful claims of all persons claiming by, through or under Grantor but not otherwise.

Witness our hands on the **22nd** day of **June, 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 **22nd** day of **June, 2007.**

Notary Public

My Commission Expires: 10/2/10

ASHLEY BUSH
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

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 **$280,000.00** 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 **22nd** day of **June, 2007.**

Notary Public

My Commission Expires: 9-25-10

DAVID P WEBB
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT 25, 2010

****

Owner's Name: **Lindsay Hopper**
and Address: **5606 Cloverland Drive #103, Brentwood, Tennessee 37027**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
Countrywide Bank, FSB
750 Old Hickory Blvd. #180
Brentwood, TN 37027