This instrument prepared by:
TrustLand Title & Escrow, LLC.
1720 West End Avenue Suite 400
Nashville, TN 37203
(615) 522-0140
Drop Box 32
File No.: **07-1664**

Davidson County DEEDWARR
Recvd: 08/02/07 13:42 2 pgs
Fees:13.00 Taxes:852.24
20070802-0092032

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of **July 31, 2007** by and between **Marquis Homes, LLC., a limited liability company, ("Grantor")**, and **Kirk Anthony McCullough and Leah Marie McCullough, husband and wife, ("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 **Nashville**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Unit 1059 WOODBURY TOWNHOMES, PHASE 1 Planned Unit Development, as shown on plat of record in Instrument No. 20050216-0017693, 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., a Tennessee Limited Liability Company by Warranty Deed from Gallardia Properties, LLC, a Tennessee limited liability company, recorded on the 21st day of February, 2007 in Instrument No. 20070302-0025923, in the Register's Office of Davidson County, Tennessee.

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)Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of WOODBURY TOWNHOMES, PHASE 1, as recorded in Instrument No. 20050216-0017693 , 3)Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 20060310-0028278 4)Charter for Homeowners Association recorded at Instrument No. 20060309-0027744. 5)Easement for Utilities and Sanitary Sewer recorded in Book 5074, Pages 856 and 945. 6)Storm Water Detention Agreement recorded at Instrument No. 20050118-0005578. 7)Conveyances to State of Tennessee recorded in Book 8083, Pages 534, 541 and 547.

Parcel ID #: **P/O 128-72.00**
☒ Improved OR
☐ Unimproved property located at: **1059 Woodbury Falls Dr., 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 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 **31st** day of **July, 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 **31st** day of **July, 2007.**

Notary Public

My Commission Expires: _____

ASHLEY BUSH
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY, TENN.
My Commission Expires OCT 2, 2010

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 **$230,335.00** 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 **31st** day of **July, 2007.**

Notary Public

My Commission Expires: _____

ASHLEY BUSH
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY, TENN.
My Commission Expires OCT 2, 2010

Owner's Name: **Kirk Anthony McCullough and Leah Marie McCullough**
and Address: **1059 Woodbury Falls Dr., Nashville, Tennessee 37221**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
CTX Mortgage Company
P. O. Box 199114
Dallas, TX 75219