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.: **07-1916**

Davidson County DEEDWARR
Recvd: 09/04/07 14:13 2 pgs
Fees:13.00 Taxes:478.02
20070904-0105976

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into on the **31st** day of **August, 2007**, by and between **Marquis Homes, LLC., a Tennessee Limited Liability Company, ("Grantor")**, and **Micah R. Matheny, 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 **Antioch**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Unit 928 MILL PARK COMMONS, as shown on plat of record in Exhibit B of Instrument No. 20051128-0143120, 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 Development, Inc. dated December 16, 2005 as of record in Instrument Number 20051220-0152487 corrected in Instrument Number 20060609-0068920, Register's Office for Davidson County, Tennessee

This conveyance is made subject to:

1. 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 MILL PARK COMMONS, as recorded in Exhibit B of Instrument No. 20051128-0143120 , 3.Declaration of Covenants, Conditions and Restrictions recorded in Book 10719, Page 425, amended in Book 11167, Page 757, supplemented at Instrument Nos. 20051128-0143120, 20031117-0167241 and 20050131-0011265, 4.Terms and provisions of by-Laws of Mill Park Homeowners Association, Inc. recorded in Book 10719, Page 464, amended in Book 11167, Page 759. 5.Charter of Mill Park Homeowners Association, Inc. recorded in Book 10719, Page 419. 6.All matters of Plat recorded in Plat Book 9700, Page 538. 7.Storm Water Detention Agreement recorded in Book 10506, Page 278. 8.Assignment of Declarants Rights recorded at Instrument No. 20051128-0143119.

Parcel ID #: **163-5-O-A-928.00 CO**
☒ Improved OR
☐ Unimproved property located at: **5170 Hickory Hollow Pkwy #928, Antioch, TN 37013**

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 **August, 2007.**

Marquis Homes, LLC.

By: **James C Spangler**
It's: **Chief Manager**

ASHLEY BUSH
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY, TENN.

My Commission Expires OCT 2, 2010

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 **August, 2007.**

Notary Public

My Commission Expires: _____

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 **$129,195.00** 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 **August, 2007.**

Notary Public

ASHLEY BUSH
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY, TENN.

My Commission Expires: 10/2/10

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Owner's Name: **Micah R. Matheny**
and Address: **5170 Hickory Hollow Pkwy #928, Antioch, Tennessee 37013**
Mail tax bills to, (Person or Agency responsible for payment of taxes):
CTX Mortgage Company, LLC
3100 McKinnon Corp.
Dallas, TX 75201