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

File No.: **07-1855**

Davidson County DEEDWARR
Recvd: 10/03/07 13:25 3 pgs
Fees:18.00 Taxes:1521.75
20071003-0117965

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into on the **28th** day of **September, 2007**, by and between **St Martin Square, Inc., a Tennessee Corporation, ("Grantor")**, and **Blair K Wilbur and Loretta Wilbur, Trustees of the Blair K Wilbur and Loretta Wilbur Revocable Trust dated November 17, 2004, ("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:

A certain condominium apartment in Davidson County, TN, described as Unit No. 63 of St. Martin Square at Seven Springs Condominiums, a Horizontal Property Regime, located on Seven Springs Way, Brentwood, TN, as shown on the plat of Phase II, St. Martin Square at Seven Springs Condominiums, established and described in a Master Deed recorded in Instrument No. 20060310-0028319 as supplemented in Instrument No. 20061109-0139692, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of St. Martin Square at Seven Springs Condo, Condominium Apartments contained in the Master Deed recorded in Instrument No. 20060310-0028319 as supplemented in Instrument No. 20061109-0139692, and By-Laws appended thereto as Exhibit "C", Register's Office for Davidson County, TN, are incorporated herein by reference and made a part hereof the same as though copied herein.

Being part of the same property conveyed by Quitclaim Deed from Vastland Development Partnership, a Tennessee general partnership comprised of Mack McClung and J.D. Eatherly to St. Martin Square, Inc., a Tennessee corporation as recorded on the 20th day of October, 2005 in Instrument No. 20051020-0126805 and part of Limited Warranty Deed from Town Village Nashville, LLC to Vastland Development Partnership, a Tennessee general partnership as recorded on the 27th day of January, 2004 in Instrument No. 20040127-0010471, in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to:

- County taxes for the year 2008, 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.
- Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PHASE 1, ST. MARTIN SQUARE AT SEVEN SPRINGS, as recorded in Instrument No. 20060222-0020470.
- Covenants, Conditions and Restrictions as set forth in Deed recorded in Instrument Nos. 20000713-0069415, 20000713-0075531, 20000818-0081931, 20010803-0082967 and 20011024-0116171.
- Charter for Seven Springs Neighborhood Association recorded at Instrument No. 20040520-0059668.

- Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing ST. MARTIN SQUARE AT SEVEN SPRINGS Condominium of record in Instrument No. 20060310-0028319 , as supplemented by instrument(s) of record in Instrument No. 20061109-0139692 ; also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon.

- Charter for Seven Springs Brentwood Owners Association recorded at Instrument No. 20010726-0079648.
- Charter for St. Martin Square Condominium Owners Association, Inc. recorded at Instrument No. 20060217-0019487.

- Stormwater Detention and Water Quality Device Agreement recorded at Instrument No. 20040816-0098712.

Parcel ID #: **160-150-D0-63.00 CO160-150-D0-63.00 CO**
☒ Improved OR
☐ Unimproved property located at: **307 Seven Springs Way #301, 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 **28th** day of **September, 2007.**

St Martin Square, Inc.

By: **Mack H McClung**
It's: **President**

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 **President** of **St Martin Square, Inc.,** the within named bargainor, a corporation, and that such **Mack H McClung**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the corporation as **President.**

Witness my hand and Seal at office on the **28th** day of **September, 2007.**

Notary Public

My Commission Expires: _____

JEFFREY C. HORN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JAN 26, 2008

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 **$411,283.00** 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 **28th** day of **September, 2007.**

Notary Public

My Commission Expires: _____

JEFFREY C. HORN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JAN 26, 2008

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Owner's Name: **Blair K Wilbur and Loretta Wilbur**

and Address: **307 Seven Springs Way #301, Brentwood, Tennessee 37027**

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