Davidson County DEEDWARR
Recvd: 11/20/07 14:10 2 pgs
Fees:13.00 Taxes:777.00
20071120-0136026

This instrument prepared by:
**TrustLand Title & Escrow, LLC.**
**1720 West End Avenue Suite 400**
**Nashville, TN 37203**

# SPECIAL WARRANTY DEED

**THIS INDENTURE,** made and entered into as of **November 8, 2007** by and between **MS Development Partnership, G.P., a Tennessee General Partnership, ("Grantor")**, and **Marquis Homes, LLC., a Tennessee Limited Liability Company, ("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 Lot No.'s 28, 29, 30, 31, 32 on the Plan of Stoneridge, Phase 1, as shown on plat of record in Exhibit B of Instrument No. 20060721-0088352, Register's Office for 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 MS Development Partnership, by Warranty Deed from CCH Partners, G.P., a Tennessee General Partnership, dated May 10, 2005, of record in Instrument No. 20050510-0052716, and re-recorded in Instrument No. 20050520-0057093, Register's Office for 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 STONERIDGE, PHASE I, as recorded in Exhibit B of Instrument No. 20060721-0088352.

3. Easement to Tennessee Electric Power Company of record in Book 787, page 3.

4. Easement of record in Instrument No. 20050510-0052716.

5. Storm Water Detention Agreement of record in Instrument No. 20050804-0091479.

6. Restrictive Covenants of record in Instrument No. 20050421-0044398 and Instrument No. 20060721-0088352.

Parcel ID #: **Map 114, Group 12A, Parcel 28 (Lot 28)**
**Map 114, Group 12A, Parcel 29 (Lot 29)**
**Map 114, Group 12A, Parcel 30 (Lot 30)**
**Map 114, Group 12A, Parcel 31 (Lot 31)**
**Map 114, Group 12A, Parcel 32 (Lot 32)**

☐ Improved OR
☒ Unimproved property located at: **155 Stonecrest Drive, Nashville, TN. 37221 (Lot 28)**
**157 Stonecrest Drive, Nashville, TN. 37221 (Lot 29)**
**159 Stonecrest Drive, Nashville, TN. 37221 (Lot 30)**
**161 Stonecrest Drive, Nashville, TN. 37221 (Lot 31)**
**163 Stonecrest Drive, Nashville, TN. 37221 (Lot 32)**

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 **8th** day of **November, 2007.**

**MS Development Partnership, G.P.**

By: **Mack H. McClung**
It's: **General Partner**

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 **General Partner** of **MS Development Partnership, G.P.,** the within named bargainor, a Tennessee General Partnership, and that such **Mack H. McClung**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the Tennessee General Partnership as **General Partner.**

Witness my hand and Seal at office on the **8th** day of **November, 2007.**

Notary Public

My Commission Expires: _____

C.M. CORRIVEAU STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 21, 2009

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 **$210,000.00** 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 **8th** day of **November, 2007.**

Notary Public

My Commission Expires: _____

C.M. CORRIVEAU STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 21, 2009

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Owner's Name: **Marquis Homes, LLC.**

and Address: **1800 Hayes Street, Nashville, Tennessee 37203**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
**New Owner**