Davidson County DEEDWARR
Recvd: 04/03/08 10:23 2 pgs
Fees:13.00 Taxes:1076.70
20080403-0033652

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 **March 24, 2008** 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 103, 104, 105, 106, 107, 108 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 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.

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, Instrument No. 20060721-0088352 and amended in Instrument No. 20080201-0010773.

Parcel ID #: **Map 114, Group 12A, Parcel 103 (Lot 103)**
Map 114, Group 12A, Parcel 104 (Lot 104)
Map 114, Group 12A, Parcel 105 (Lot 105)
Map 114, Group 12A, Parcel 106 (Lot 106)
Map 114, Group 12A, Parcel 107 (Lot 107)
Map 114, Group 12A, Parcel 108 (Lot 108)

Unimproved property located at: **144 Stonecrest Drive, Nashville, TN. 37221 (Lot 103)**
146 Stonecrest Drive, Nashville, TN. 37221 (Lot 104)
148 Stonecrest Drive, Nashville, TN. 37221 (Lot 105)
150 Stonecrest Drive, Nashville, TN. 37221 (Lot 106)
152 Stonecrest Drive, Nashville, TN. 37221 (Lot 107)
154 Stonecrest Drive, Nashville, TN. 37221 (Lot 108)

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 **24th** day of **March, 2008.**

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 **24th** day of **March, 2008.**

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 **$291,000.00** 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 **24th** day of **March, 2008.**

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