Davidson County DEEDWARR
Recvd: 05/05/08 10:17 3 pgs
Fees:18.00 Taxes:628.63
20080505-0045802

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

File No.: **08-2313**

# SPECIAL WARRANTY DEED

**THIS INDENTURE,** made and entered into on the **30th** day of **April, 2008**, by and between **Marquis Homes, LLC., a Tennessee Limited Liability Company, ("Grantor")**, and **Ervin J. Mann and Phyllis G. Mann, 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 265, PHASE TWO, NASHBORO VILLAGE AT FAIRWAY POINTE, TRACT 21, as shown on plat of record in Plat Book 4660, Page 159 and as shown on amended to the restrictions of record in Instrument No. 20050222-0018814 in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being a part of the same property conveyed to Marquis Homes, LLC, a Tennessee Limited Liability Company, by Warranty Deed from Vastland Nashboro Development, LLC, a Tennessee Limited Liability Company, dated April 12, 2007, of record in Instrument No. 20070420-0047469, Register's Office for 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 PHAE TWO, NASHBORO VILLAGE AT FAIRWAY POINTE, TRACT 21, as recorded in Plat Book 4660, page 159, and as shown on amendment to thhe restrictions of record in Instrument No. 20050222-0018814, but deleting any covenant, conditions or restriction indicating a preference., limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 (c).
- Declaration of Covenants, Conditions and Restrictions recorded in Book 4827, page 14, Book 5469, page 840, Book 7751, page 907, Boook 11703, page 520, Instrument No. 20000316-0027171, Instrument No. 20010322-0027768, Instrument No. 20050222-0018813, Instrument No. 20050222-0018814 and Instrument No. 20031118-0168332, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- Easement to Nashville Electric Service of record in Book 4821, page 109.
- Overhead Line Easement of record in Book 4815, page 425.
- Sewer Line Easement of record in Book 7225, page 239, Book 8870, page 887 annd Book 8870, page 932.
- Forty Foot Easement to Nashville Electric Service of record in Book 4650, page 159.
- Thirty Foot Easement to Nashville Electric Service of record in Book 11594, page 298.
- License to use Fitness Center and Swimming Pools of record in Instrument No. 20020507-0056329.
- Charter for the Homeowners Association of record in Book 11703, page 518.
- All matter of record in Plat Book 4460, page 149-151.
- Lease to Web Service Company of record in Book 10690, page 327

Parcel ID #: **135-12-0-E-265.00CO**
☒ Improved OR
☐ Unimproved property located at: **2720 Nashboro Blvd, Nashville, TN 37217-4861**

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 **30th** day of **April, 2008.**

**Marquis Homes, LLC.**

By: **John MacCauley, III**
It's: **Division Manager**

State of **Tennessee**

County of **Davidson**

Before me, the undersigned of the State and County mentioned, personally appeared **John MacCauley, III** 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 **Division Manager** of **Marquis Homes, LLC.,** the within named bargainor, a limited liability company, and that such **John MacCauley, III**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the limited liability company as **Division Manager.**

Witness my hand and Seal at office on the **30th** day of **April, 2008.**

TARA R. KELLEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: 3/7/2011

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 **$169,900.00** 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 **30th** day of **April, 2008.**

Notary Public

My Commission Expires: 3/7/2011

TARA R. KELLEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

**********

Owner's Name: **Ervin J. Mann and Phyllis G. Mann**

and Address: **2720 Nashboro Blvd, Nashville, Tennessee 37217-4861**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
**Ervin J Mann and Phyllis G Mann**
**2720 Nashboro Blvd,**
**Nashville, TN 37217**