Davidson County DEEDWARR
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Fees:13.00 Taxes:703.00
20080519-0051256

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 on the **16th** day of **May, 2008**, by and between **Marquis Homes, LLC., a Tennessee Limited Liability Company**, **("Grantor")**, and **Chad Wilson, a single man, ("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 **Hermitage**, County of **Davidson**, State of Tennessee, to wit:
THE FOLLOWING DESCRIBED PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE:

BEING UNIT NO. 335 (ALSO KNOWN AS TAX PARCEL 87) TULIP COVE TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS AS SHOWN ON EXHIBIT B TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF RECORD IN INSTRUMENT NO. 20050525005911 9 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION THEREOF.

BEING THE SAME PROPERTY CONVEYED TO MS DEVELOPMENT, A TENNESSEE GENERAL PARTNERSHIP, BY QUIT CLAIM DEED FROM MARQUIS HOMES, LLC., A TENNESSEE LIMITED LIABILITY COMPANY, DATED THE 16TH DAY OF MAY, 2008, RECORDED IN INSTRUMENT NO. 20070926-0114914, AND FURTHER CONVEYED TO MARQUIS HOMES, LLC., A TENNESSEE LIMITED LIABILITY COMPANY, BY QUIT CLAIM DEED FROM MS DEVELOPMENT, A TENNESSEE GENERAL PARTNERSHIP, OF RECORD IN INSTRUMENT NO. 20080519005253, 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. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Boundary plat of TULIP COVE TOWNHOMES, as recorded in Instrument No. 20050517-0055768.

4. Covenants, Conditions and Restrictions as set forth in Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 20050525-0059119, amended at Instrument No. 20080103-0000699.

5. Terms and provisions of by-Laws of Tulip Cove Homeowners Association, Inc. recorded in Instrument No. 20050525-0059119.

Parcel ID #: **075-12-F 87.00 CO**

This is improved property located at: **735 Tulip Grove Road #335, Hermitage, TN 37076**

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 **16th** day of **May, 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 **16th** day of **May, 2008.**

TINA HAWKINS STATE OF TENNESSEE NOTARY PUBLIC COUNTY SUMNER

Notary Public

My Commission Expires: 1/30/2012

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 **$190,000.00** 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 **16th** day of **May, 2008.**

TINA HAWKINS STATE OF TENNESSEE NOTARY PUBLIC COUNTY SUMNER

Notary Public

My Commission Expires: 1/30/2012

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Owner's Name: **Chad Allen Wilson**

and Address: **735 Tulip Grove Road #335, Hermitage, Tennessee 37076**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
WR Starkey Mortgage
5055 W. Park Blvd. Suite 300
Plano TX 75093