Bk/P 32

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

Davidson County DEEDWARR
Recvd: 06/12/08 14:46 2 pgs
Fees:13.00 Taxes:777.00
20080612-0060832

# SPECIAL WARRANTY DEED

**THIS INDENTURE,** made and entered into on the **16th** day of **May, 2008**, by and between **MS Development, a Tennessee general partnership composed of Mack H McClung and James Spangler, ("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 **Hermitage**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee, Being Lot No. 78 a.k.a. Unit 209, Lot No. 79 a.k.a. Unit 207, Lot No. 80 a.k.a. Unit 205, Lot No. 81 a.k.a. Unit 203, Lot No. 82 a.k.a. Unit 201, TULIP COVE TOWNHOMES, as shown on the plat recorded as Exhibit "B" in the Declaration of Covenants, Conditions and Restrictions filed of record in Instrument No. 20050525-00559119, 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 MS Development, a Tennessee general partnership composed of Mack H. McClung and James Spangler, by Warranty Deed from Richard A. Nelson, dated March 5, 2004, of record in Instrument No. 200403110-0027449, 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 TULIP COVE TOWNHOMES, as shown on the plat recorded as Exhibit B in the Declarations of Covenants, Conditions and Restrictions of record Instrument No. 20050525-0059119.

3. Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 20050525-0059119 and Instrument No. 20080103-0000699.

4. Easement for Sanitary Sewer, recorded in Book 4123, Page 640.

5. Utility Codes Letter for Detached Structure recorded in Book 10413, Page 841.

6. Boundary Survey recorded at Instrument No. 20050517-0055768.

7. 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.

Parcel ID #: **75-12-0-F-78.00 (Lot 78)**
**75-12-0-F-79.00 (Lot 79)**
**75-12-0-F-80.00 (Lot 80)**
**75-12-0-F-81.00 (Lot 81)**
**75-12-0-F-82.00 (Lot 82)**

This is unimproved property known as: **735 Tulip Grove Road #209, Hermitage, TN. 37076 (Lot 78)**
**735 Tulip Grove Road #207, Hermitage, TN. 37076 (Lot 79)**
**735 Tulip Grove Road #205, Hermitage, TN. 37076 (Lot 80)**
**735 Tulip Grove Road #203, Hermitage, TN. 37076 (Lot 81)**
**735 Tulip Grove Road #201, Hermitage, TN. 37076 (Lot 82)**

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.**

**MS Development, a Tennessee General Partnership**

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,** 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 Gneral Partnership as **General Partner.**

Witness my hand and Seal at office on the **16th** day of **May, 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 **$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 **16th** day of **May, 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**