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

WINDMILL TITLE, LLC
7103 BAKERS BRIDGE AVE., STE 103
BRENTWOOD, TN 37027
PHONE: 615-613-0483

Davidson County DEEDWARR
Recvd: 06/17/08 10:34 3 pgs
Fees:18.00 Taxes:1254.30
20080617-0062230

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into on the **6th** day of **June, 2008**, by and between **St Martin Square, Inc., a Tennessee Corporation, ("Grantor")**, and **Nicia Behary, an unmarried woman, ("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 **Brentwood**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Unit 14, ST. MARTIN SQUARE AT SEVEN SPRINGS CONDOMINIUMS, PHASE I, as established under Master Deed of record in Instrument 20060310-0028319, in the Register's Office, Davidson County, Tennessee, to which master deed reference is hereby made for a more particular description of said unit.

Being part of the same property conveyed by Quitclaim Deed from Vastland Development Partnership, a Tennessee general partnership comprised of Mack McClung and J. D. Eatherly to St. Martin Square, Inc., a Tennessee corporation as recorded on the 20th day of October, 2005 in Instrument No. 20051020-0126805 and Limited Warranty Deed from Town Village Nashville, LLC to Vastland Development Partnership, a Tennessee general partnership as recorded on the 27th day of January, 2004 in Instrument No. 20040127-0010471, in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to:

1. Property 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 plat of ST. MARTIN SQUARE SUBDIVISION, as recorded in Instrument No. 20060222-0020470.

4. Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 20000713-0069415 amended at Instrument Nos. 20000713-0075531, 20000818-0081931, 20010803-0082967 and 20011024-0116171.

5. Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing ST. MARTIN SQUARE AT SEVEN SPRINGS CONDOMINIUMS, PHASE I of record in Instrument No. 20060310-0028319, and amended in Instrument No. 20061109-0139692, also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon.

6. Charter of Seven Springs Brentwood Owners Association recorded at Instrument No. 20010726-0079648.

7. **Charter of Seven Springs Neighborhood Association recorded at Instrument No. 20040520-0059668.**

8. Charter of St. Martin Square Condominium Owners Association recorded at Instrument No. 20060217-0019487.

9. Stormwater Detention and Water Quality Device Agreement recorded at Instrument No. 20040816-0098712.

Parcel ID #: **160150D01400CO**
This is improved property located at: **311 Seven Springs Way #402, Brentwood, TN 37027**

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 **6th** day of **June, 2008.**

St Martin Square, Inc.

By: **J. D. Eatherly**
It's **Secretary**

State of **Tennessee**

County of **Davidson**

Before me, the undersigned of the State and County mentioned, personally appeared **J. D. Eatherly** 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 **Secretary** of **St Martin Square, Inc.,** the within named bargainor, a corporation, and that such **J. D. Eatherly**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the corporation as **Secretary.**

Witness my hand and Seal at office on the **6th** day of **June, 2008.**

JOSEPH V. FERRELLI NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE MY COMMISSION EXPIRES 07/19/08

Notary Public

My Commission Expires: _____

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 **$339,000.00** 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 6th day of June, 2008.

JOSEPH V. FERRELLI NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE MY COMMISSION EXPIRES 07/19/08

Notary Public

My Commission Expires: _____

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Owner's Name: **Nicia Behary**

and Address: 311 Seven Springs Way #402, Brentwood, TN 37027

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