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

File No.: **08-2400**

Davidson County DEEDWARR
Recvd: 07/01/08 14:14 3 pgs
Fees:18.00 Taxes:707.04

20080701-0067887

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into on the **27th** day of **June, 2008**, by and between **Marquis Homes, LLC., a Tennessee limited liability company, ("Grantor")**, and **Dori Marie Howarth, a Single 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 **Nashville**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee, Being Lot No. 103 on the Plan of Stoneridge Townhomes, Phase 1, as shown on plat of record in Exhibit E of Instrument No. 20060721-0088352, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description of said property.

Being part of the same property conveyed to Marquis Homes, LLC., a Tennessee limited liability company, by Special Warranty Deed from MS Development Partnership, G.P., a Tennessee General Partnership, dated March 24, 2008, recorded in Instrument No. 20080403-0033652, Register's Office for 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 STONERIDGE, PHASE 1, as recorded in Instrument No. , 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).

4. Declaration of Covenants, Conditions and Restrictions recorded in Instrument Number 20050421-0044398, Instrument Number 20060721-0088352, and Instrument Number 20080201-0010773 , 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).

5. Liability as to taxes resulting from supplemental, revised or correction assessment pursuant to the provisions of Tennessee Code Ann 67-5-603 et seq.

6. Easement in favor of Tennessee Electric Power Company as of record in Book 787, Page 3, Register's Office for Davidson County, Tennessee.

7. Easement as of record in Instrument Number 20050510-0052716, Register's Office for Davidson County, Tennessee.

8. Storm Water Detention Agreement as of record in Instrument Number 20050804-0091479, Register's Office from Davidson County, Tennessee.

Parcel ID #: **114-12-O-A-103.00CO**
☒ Improved OR
☐ Unimproved property located at: **144 Stonecrest Dr, Nashville, TN 37209**

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 **27th** day of **June, 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 Tennessee 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 **27th** day of **June, 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 **$191,093.00** 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 **27th** day of **June, 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: **Dori Marie Howarth**
and Address: **144 Stonecrest Dr, Nashville, Tennessee 37209**

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