Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Kenneth D. Cavins	WR Starkey Mortgage LLP	135-12-O-E-245.00CO
2286 Nashboro Blvd	5055 W. Park Blvd Ste 300	
Nashville, TN 37217	Plano, TX. 37067	

THIS INSTRUMENT PREPARED BY:
TrustLand Title & Escrow, LLC.
1720 West End Avenue, Suite 400
Nashville, Tennessee 37203

A. R. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is **$162,900.00**

Affiant

Subscribed and sworn to before me, this the 25th day of July, 2008.

Notary Public

My Commission Expires: _____
(Affix Seal)

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **Marquis Homes, LLC., a Tennessee Limited Liability Company, ("Grantor")**, has this day bargained and sold, and does hereby bargain, sell, transfer and convey unto **Kenneth D. Cavins and Barbara B. Cavins, husband and wife, ("Grantee")**, it successors and assigns, certain tracts or parcels of land in **Davidson** County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Unit 245 on the Plan of 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 in Instrument No. 20050222-0018814, 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 October 31st, 2006, and recorded in Instrument No. 20061103-0136845, Register's Office for Davidson County, Tennessee.

This is ☒ Improved OR ☐ Unimproved property located at: **2286 Nashboro Blvd, Nashville, TN 37217**

Said property is conveyed subject to the matters described on Exhibit B attached hereto.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estates, title and interest thereto belonging to Grantee, its successors and assigns, forever.

Grantor covenants and binds itself and its representatives to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through and under Grantor (other than claims arising out of matter set for on Exhibit B), but not further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument on this **25th** day of **July, 2008.**

Marquis Homes, LLC.

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

Davidson County DEEDWARR
Recvd: 07/28/08 11:12 3 pgs
Fees:18.00 Taxes:602.73
20080728-0076770

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned of the State and County mentioned, personally appeared **John MacCauley** 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**, 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 **25th** day of **July, 2008.**

A. R. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

Notary Public

My Commission Expires:

EXHIBIT B

Permitted Exceptions

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 NASHBORO VILLAGE AT FAIRWAY POINTE, TRACT 21, PHASE TWO, as recorded in Plat Book 4660, Page(s) 159, and as amended in Instrument No. 20050222-0018814, 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).

4. Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 4827, Page 14, Book 5469, Page 840, Book 7751, Page 907, Book 11703, Page 520 and Instrument Nos. 20000316-0027171, 20010322-0027768, 20050222-0018813, 20050222-0018814 and 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).

5. Charter for Homeowners Association recorded in Book 11703, Page 518.

6. Easement granted to NES recorded in Book 4821, Page 109, Book 4815, Page 425 and Book 4650, Page 159.

7. 40 Foot Easement to NES in Book 4650, Page 159.

8. 30 Foot Easement to NES in Book 11594, page 298

9. Easement for Sewer recorded in Book 7225, Page 239, Book 8870, Page 887 and Book 8870, Page 932.

10. License to use Fitness Center and Swimming Pools recorded at Instrument No. 20020507-0056329.

11. All matters of record in Plat Book 4460, Pages 149 thru 151.

12. Lease to Web Service Co. recorded in Book 10690, Page 327.