Davidson County DEEDWARRSP
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This document prepared by:
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Title2land, LLC
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Baton Rouge, LA 70816
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As a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.
T2L: 12-37585A

# SPECIAL WARRANTY DEED

This Deed, made the 30th of November, 2012, by and between **LPP Mortgage, LTD**, a Texas Limited Partnership, as first party, and **MTP Properties, LLC**, a Tennessee limited liability company, as second party.

WITNESSETH:

That for and in consideration of the sum of **ONE and 00/100 ($1.00) DOLLAR,** the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirms unto said party of the second part the following described real estate, situated and being the following described property to-wit:

**LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT 182, AS SHOWN ON THE MAP ENTITLED THE PLAN OF MILL PARK TOWNHOMES, PHASE V, A HORIZONTAL PROPERTY REGIME AS SET IN EXHIBIT B OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OF RECORD AS INSTRUMENT NO. 20050131-0011265, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.**

**BEING PART OF THE SAME PROPERTY CONVEYED TO GALLARDIA PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM VASTLAND DEVELOPMENT, INC., A TENNESSEE CORPORATION, OF RECORD AS INSTRUMENT NO. 20061208-0152154 AND CORRECTED BY SCRIVENER'S AFFIDAVIT OF RECORD AS INSTRUMENT NO. 20080310-0023994, DATED DECEMBER 6, 2006, SAID REGISTER'S OFFICE.**

**Municipal Address: 5170 Hickory Hollow Pkwy., Unit 137, Antioch, Tennessee 37013**
**Parcel Number: 163050B21100CO**

**Being the same property acquired by Successor Trustee's Deed of Property from Gallardia Properties, LLC to LPP Mortgage, LTD dated May 8, 2012 and recorded May 8, 2012 as 20120508-0039895, of the official records of Davidson County, Tennessee.**

Seller and buyer agree and stipulate that the property, including the improvements located thereon, shall be sold in its "as is" condition, without any representations or warranties, express or implied, including but not with limitation, as to: (a) workmanship, structure, stability and quality of the improvements; (b) the water tightness of the improvements, including without limitation roofs, walls, doors, and windows; (c) the status, stability, and quality of soil conditions, equipment, stairways, appliances, fixtures, and furniture; (d) any defects, termite infestations or damages and any other conditions whether latent or discoverable by reasonable inspection; (e) merchantability or fitness for any particular purpose, and; (f) the existence of any violation of any applicable law relating to the environment, including without limitation those

pertaining to the generation, use handling, storage or disposal of hazardous waste; (g) any design defect, or any condition of design. Buyer(s) specifically waives any right or cause of action for redhibition or quanti minoris, that is, to rescind sale or seek a reduction of the purchase price for any reason whatsoever. Buyer acknowledges he/she/they have had an opportunity and/or have in fact inspected the property to his/her/their full satisfaction, and this clause has been pointed out to him/her/them and has been explained to his/her/their full satisfaction.

Grantor covenants that it is seized and possesses of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.

**TO HAVE AND TO HOLD** unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

This conveyance is made expressly subject to the conditions, easement, restrictions and reservations of record, if any, affecting the aforesaid property and constituting construction notice; bit there is no intention by the reference to reimpose or to extend any of the same. The undersigned certify that the consideration reflected in this deed is the full consideration paid for said property pursuant to R.R.S. Chapter 382.

**LPP Mortgage, LTD**

**By:** _____
Signature Kent Twitchell
Its Attorney-In-Fact

_____
Print Name

**STATE OF** Texas

**COUNTY OF** Collin, **to wit:**

Before Me, the undersigned Notary Public of the state and county mentioned, personally appeared, KENT TWITCHELL, with whom I am personally acquainted, and who, upon oath, acknowledged such person to be ATTORNEY IN FACT (or other officer authorized to execute the instrument) of LPP Mortgage, LTD, the within named bargainor, a corporation, and that such KENT TWITCHELL or officer as such ATTORNEY IN FACT, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as LPP Mortgage, LTD.

Witness my hand and seal, at office this 30th day of November, 2012.

**My commission expires:** 2-1-14

_____
**Notary Public**

MANUEL JOE RAMOS
Notary Public, State of Texas
My Commission Expires
February 01, 2014

**Property Owner & Address:** MTP Properties, LLC
P.O. Box 126
Lavergne, TN 37086

**Tax Parcel No.:** 163 050 B 21100 CO

**Mail Tax Bill to:** MTP Properties, LLC
P.O. Box 126
La Vergne, TN 37086

**STATE OF TENNESSEE**

**COUNTY OF** Davidson, **to wit:**

I, or we, hereby swear or affirm that to be best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is **SIXTY THOUSAND AND 00/100 ($60,000.00) DOLLARS,** which amount is equal to our greater than the amount which the property would command at a fair voluntary sale.

**MTP Properties, LLC**

**BY:** _____

**By:** Jennifer R. Pierce, authorized agent

SUBSCRIBED AND SWORN TO before me this 7th day of December, 20 12.

**My commission expires:** 7/6/15 _____ **Notary Public**

HALE E. WILSON, III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

I, Andy Maloney, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of TN
County of Davidson

Personally appeared before me, Carl E. Dunphy, II, a notary public for this county and state, Andy Maloney, who acknowledges that this certificate of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My commission expires: 1-6-2015

CARL E. DUNPHY II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Carl E. Dunphy II
My Commission Expires
1-6-2015
STATE OF TENNESSEE