BILL GARRETT, Davidson County
Trans:T20160031788 DEEDWARRSP
Recvd: 04/19/16 09:11 4 pgs
Fees:23.00 Taxes:625.30
20160419-0037518

THIS INSTRUMENT PREPARED BY:
James L. Grillot
900 S. Gay Street, 4th Floor
Knoxville, TN 37902

AFTER RECORDING RETURN TO:
BridgeTrust Title Group
1717 Alliant Avenue, Suite 5
Louisville, KY 40299

Grantee:
Wynleye Properties, LLC
903 Pheasant Run Ct. S
Brentwood, TN 37027

Send Tax Bills To:
Wynleye Propeties LLC
903 Pheasant Run Ct. S.
Brentwood, TN 37027

Map & Parcel No:
149-05-0-245.00

File No: LB187006854

TENNESSEE SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 1st day of April, 20 16, by and between **MTGLQ Investors, L.P.,** party of the first part, and **Wynleye Properties, LLC, a Tennessee Limited Liability Company,** party of the second part,

WITNESSETH: That for and in consideration of **ONE HUNDRED SIXTY NINE THOUSAND AND 00/100 DOLLARS ($169,000.00)**, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee:

A certain tract or parcel located in Davidson County, Tennessee, described as follows to wit: Land in Davidson County, Tennessee, being Lot No. 88 on the Plan of Pebble Trail, Section 1 of record in Book 6900, Page 990, Register's office for said County, to which plan reference is hereby made for a more completed description.

Being the same property conveyed by Trustee's Deed from Wilson & Associates, PLLC, Successor Trustee, to MTGLQ Investors, L.P., as recorded on the 19th day of June, 2015, in Instrument No. 20150619-0058866, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION OTHER THAN THAT IT HAS BEEN ACCURATELY TRANSCRIBED FROM INFORMATION PROVIDED.

AND the party of the first part covenants with the party of the second part, that the party of the first part has done nothing to impair such title as the party of the first part received, and the party of the first part will warrant and defend the title against the lawful claims of all persons claiming by, under or through the party of the first part, except for the exceptions hereinafter stated.

Title to the property hereinabove described is specifically conveyed subject to the following exceptions: (a) the lien of ad valorem real property taxes and assessments for the current year and for subsequent years; (b) all easements, covenants, conditions, restrictions, and other agreements of record encumbering the property hereby conveyed and any created or conveyed by the party of the first part; (c) all matters which would be disclosed by a current, accurate on the ground survey, of the property hereby conveyed; and (d) zoning, land use and building laws, regulations and ordinances affecting the property hereby conveyed.

The property hereinabove described is conveyed on an "AS IS, WHERE IS" condition and basis, and the party of the first part has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to: (a) the value, nature, quality or condition of the property hereinabove described, (b) the suitability of the property hereinabove described for any activities and uses, (c) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property hereinabove described, or (d) any other matter with respect to the property except as to warranties of title as set forth herein.

The party of the second part hereby accepts the condition of the property hereinabove described AS IS, WHERE IS, with all faults.

Wherever the word "party" as used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officer the day and year first above written.

MTGLQ Investors, L.P., by Rushmore Loan Management Services LLC, its Attorney in Fact

By: _____ **(Signature)**

By: Susan Christy **(Printed Name)**

Assistant Vice President

Title: _____

STATE OF Texas
COUNTY OF: Dallas

Before me, the undersigned authority, a Notary Public in and for said State and County aforesaid, personally appeared Susan Christy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the AVP **of Rushmore Loan Management Services LLC, Attorney in Fact for and on behalf of MTGLQ Investors, L.P.,** the within named bargainor, and that he/she as such AVP, being authorized so to do, executed the foregoing instrument for the purposes therein contained by personally signing his/her name as such AVP.

WITNESS my hand and Official Seal at office this 1st **day of** April, **20**16.

Katherine Hendrick
Notary Public

KATHERINE HENDRICK
Notary Public, State of Texas
Comm. Expires 12-03-2019
Notary ID 2872671

My Commission Expires: 12-3-19

STATE OF Texas
COUNTY OF: Dallas

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$169,000**, which amount is equal to 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 the 1st day of April, 20 16.

Notary Public

My Commission Expires: 12-3-19

KATHERINE HENDRICK
Notary Public, State of Texas
Comm. Expires 12-03-2019
Notary ID 2872671

Property address:
5021 Countryside Drive
Antioch, TN 37013