COOMER & JENKINS

Box17

THIS INSTRUMENT WAS PREPARED BY: C. EDWARD COOMER, ATTORNEY AT LAW
Suite 230, 392 Harding Place, Nashville, TN 37211

Map 50-10
Parcel 11

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 6th day of March, 1990, by and between Sterling Savings Bank (hereinafter referred to as the Seller) and the Secretary of Housing and Urban Development of Washington, D.C. (hereinafter referred to as the Buyer) his successors and assigns.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) cash in hand to it paid, the receipt of which is hereby acknowledged, the Seller by these presents does hereby sell, transfer and convey to the Buyer, his successors and assigns forever, the following described real property situated in Davidson County, Tennessee, to-wit:

A certain condominium apartment in Davidson County, Tennessee, described as follows: Unit No. 11, Lot No. 34, in a Horizontal Property Regime as shown on the condominium site plan, Section One, Phase 1, Chesapeake Homes, as of record in Plat Book 5800, page 165, Register's Office, Davidson County, Tennessee.

This conveyance is made subject to all provisions and requirements of the Tennessee Horizontal Property Act as set out in Sec. 64-2701 et seq. of the Tennessee Code Annotated and the By-Laws of the administration thereof; all restrictions, easements, etc., rights and interest in favor of other unit owners; options, burdens, assessments and undertakings etc. contained in the Master Deed of record in Book 6027, page 860, and re-recorded in Book 6072, page 207, said Register's Office.

Being the same property conveyed to Sterling Savings Bank from C. Edward Coomer, Substitute Trustee, by Substitute Trustee's Deed of record in Book 8049, page 44, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid land with all estates, hereditaments and appurtenances of and to the same belonging or in anywise appertaining to the said Buyer, his successors and assigns forever. The Seller is lawfully seized with fee simple title of the said aforesaid real property and the Seller has good and lawful right to sell, transfer and convey said property to the Buyer. The Seller will warrant and defend title to the Buyer against all persons claiming through or under it, but not otherwise.

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IN WITNESS WHEREOF, the Seller has caused this Special Warranty Deed to be executed by having its proper official subscribe hereto ___ official signature all as of the day and year aforesaid.

STERLING SAVINGS BANK

By: Mary Ann Edwards
Mary Ann Edwards, Asst. Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

Before me, Denise K. Anderson, a Notary Public in and for the State and County aforesaid, personally appeared Mary Ann Edwards, with whom I am personally acquainted and who acknowledged herself to be the Asst. Vice President of the Sterling Savings Bank and who, as such Mary Ann Edwards being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as the Asst. Vice President for the Sterling Savings Bank.

Witness my hand and official signature at Southfield, Michigan, this 6th day of March, 1990.

My Commission Expires:

_____

Denise K Anderson
NOTARY PUBLIC

DENISE K. ANDERSON
Notary Public, Oakland County, MI
My Commission Expires April 23, 1991

NOTARY PUBLIC

12118

IDENTIF. REFERENCE

MAR 20 10 56 AM '90

DAVIDSON COUNTY TN.

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