98 DEC -4 PM 4:02
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

U521203
IDENTIF. & REFERENCE

This Instrument Prepared By:
Jack W. Piper, Jr., Attorney
603 W. Main Avenue, 6th Floor
Knoxville, TN 37902

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 23 day of November, 1998, between The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of May 31, 1997, SERIES 1997-B, hereinafter referred to as Party of the First Part and C & H Renovations, a Tennessee general partnership comprised of Ruth P. Hoing and Elaine H. Corlew, hereinafter referred to as Party of the Second Part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the said party of the second part, the following described premises; to-wit:

> **ALL** that parcel in the Davidson County, State of Tennessee, as more fully described in Deed Book 9249, Page 196, I.D. #83-09-0-351, being known and designated as Lot 70, Subdivision of the A.V.S. Lindsley 29 acre tract, filed in Plat Book 57, Page 66.
>
> **BEING** the same premises conveyed to Party of the First Part by Trustee's Deed dated the 27th day of August 1998 from Charles H. Child, Substitute Trustee, which is of record in Deed Book 11084, Page 430, in the Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all applicable easements and restrictions which are of record.

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein; **TO HAVE AND TO HOLD** the said premises to the said parties of the second part, their heirs and assigns as an estate in fee simple forever.

And the said party of the first part, for them and for their Heirs, Executors and Administrators hereby covenant with the said party of the second part, their heirs and assigns that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises are free from all liens or encumbrances attaching to the property during the period that Party of the First Part has owned it, except real property taxes which shall be prorated between the parties as of the date of closing and that they will warrant and defend the said premises and the title thereto against the claims of all persons which arose during its period of ownership.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand on the day and year first above written.

THE BANK OF NEW YORK 0186 12/04 0101 03CHECK 126.30

BY: _____
Chad A. Neel

ITS: Its Attorney-In-Fact

9112
Portland

STATE OF Oklahoma)
)ss:
COUNTY OF Tulsa)

Before me, The undersigned, a Notary Public in and for said State of County, personally appeared Chad A. Neel with whom I am personally acquainted or who upon oath acknowledged himself to be the Its Attorney-In-Fact of The Bank of New York, the within named bargainor, a corporation, and that he as such Its Attorney-In-Fact being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Its Attorney-In-Fact.

Witness my hand and official seal at office this 23 day of November, 1998.

RHONDA L. HON NOTARY PUBLIC STATE OF OKLAHOMA TULSA COUNTY COMM. EXP. 9-10-2002

Notary Public

MY COMMISSION EXPIRES: 9/10/02

I hereby swear or affirm that the actual consideration paid or the true value of the property, whichever is greater, is $29,000.00.

This 1st day of December, 1998.

AFFIANT

Sworn to this 1st day of December, 1998.

Notary Public

My Commission Expires: 11-24-2001

The preparer of this Deed makes no representations as to the status of the title of the property described herein. This Deed has been prepared solely from information furnished to the preparer who makes no representations other than it has been accurately transcribed from the information provided.

RESPONSIBLE TAXPAYER:

3830 Sam Boney Drive

Nashville TN 37211

Address

Map and Parcel No. 083-09-0-351.00

ADDENDUM TO SPECIAL WARRANTY DEED DATED 11-23-98 FROM THE BANK OF NEW YORK AS TRUSTEE.

SPECIAL PROVISION: WITHOUT LIMITING THE FOREGOING WARRANTY OF TITLE, GRANTOR MAKE NO WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OF THE PROPERTY HEREIN DESCRIBED, OR THE IMPROVEMENTS LOCATED THEREON (IF ANY), INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. GRANTEE (S) HAS CAREFULLY INSPECTED THE PREMISES (OR HAS BEEN AFFORDED A REASONABLE OPPORTUNITY TO DO SO) AND, BY THE ACCEPTANCE OF THIS DEED, ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS AND IN ITS PRESENT CONDITION.

Ad valorem taxes having been prorated to the date hereof, Grantee(s) assumes payment thereof.

The following reservations from and exceptions to this conveyance and the warranty made herein shall apply:

(1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion (s) of the herein described Property:

(2) All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;

(3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the property is located, pertaining to any portion (s) of the herein described Property, but only to the extent that same are still in effect;

(4) All presently recorded instruments (other than liens and conveyances by through or under the Grantor) that affect the Property and any portion (s) thereof;

(5) Ad valorem taxes, fees and assessments, if any, for the current year and subsequent years, the payment of which Grantee(s) assumes at the time of transfer of title; and subsequent assessments for this and prior years due to change (s) in land usage, ownership, or both, the payment of which Grantee (s) assumes; and

(6) Any conditions that would be revealed by a physical inspection and survey of the herein-described Property.

GRANTEE (S) ACCEPT THIS DEED SUBJECT TO THE FOREGOING SPECIAL PROVISIONS

Ruth P. Hoing

Elaine H. Corlew

DATE: 12-1-98

STATE OF TENNESSEE *

COUNTY OF DAVIDSON *

This instrument was acknowledged before me on December 1, 1998
by Ruth P. Hoing and Elaine H. Corlew.

Notary Public, State of Tennessee
Name Printed Robert J. Notestine, III
My Commission Expires: 3-24-2001

STATE OF _____ *

COUNTY OF _____ *

This instrument was acknowledged before me on _____, 1998
by _____.

Notary Public, State of _____
Name Printed _____
My Commission Expires: _____

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11238 PAGE 597

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 29000.00
CON TX 107.30
PRFEE 1.00
WDEED 16.00
CFEE 2.00
TOTAL 126.30
CHECK 126.30

12/04/98 01 16:03 0001 6166

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0521203
IDENTIF. # REFERENCE

98 DEC -4 PM 4:02

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

No. 1381172