DEX II

The Instrument Prepared by: Mark A. Ellmore, Attorney
Suite C, 388 Harding Place
Nashville, TN 37211

98 DEC 10 PM 2:02
BILL GARNER REGISTER
DAVIDSON COUNTY, TN.

U523570
IDENTIF. & REFERENCE

SPECIAL WARRANTY DEED

Address New Owner:
Melody Cooper
109 Charles Court
Nashville, TN 37218

Send Tax Bills to:
SAME

Map & Parcel
69-04-185

BOOK 11246 PAGE 987

For and in consideration of the sum of $60,000.00 cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, The Bank of New Your as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1997, Series 1997-A-1, Grantors, have bargained and sold, and by these presents do transfer and convey unto Melody Cooper*, hereinafter called Grantee, her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

MAC
*unmarried

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:

Land in Davidson County, Tennessee, being Lot No. 70 on the Plan of Haynes Park Subdivision as of record in Book 4460, page 185, Register's Office for Davidson County, Tennessee.

Said Lot No. 70 fronts 41 feet on the westerly side of Charles Court and runs back between lines 116.96 feet on the southerly side and 126.63 feet on the northerly side to a broken line at the rear on which it measures 173 feet thereon.

Being the same property conveyed to The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1997, Series 1997-A-1, by Substitute Trustee's Deed of record in Book 11022, page 935, Register's Office for Davidson County, Tennessee.

This is improved property known as 109 Charles Court, Nashville, Tennessee 37218.

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

(1) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record pertaining to any portion(s) of the herein described property, but only to the extent that same are still in effect.

(2) The physical character or condition of the property whether of record or not pertaining to land usage, defects, vices and/or fitness for any particular purpose.

To have and to hold the above described property together with all and singular the rights of appurtenance thereto in any form belonging unto the said Grantee, her heirs and assigns forever, and except as to the reservations from and exceptions set forth in this instrument, Grantor does hereby bind itself and Grantors' successors and/or assigns, to warrant and forever defend all and singular the said property unto the said Grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise.

Without limiting the foregoing warranty of title, Grantor makes no warranties or representations, oral or written, express or implied, concerning the condition or value of the property, or the improvements located thereon (if any), including, but limited to, any warrant of habitability, merchantability or fitness for any purpose. Grantee has carefully inspected the property, and by acceptance of this deed, accepts the property "as is" and "where is" in its present conditions. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands, this 18 day of Nov., 1998.

The Bank of New York Trustee
Under the Pooling and Servicing
Agreement Dated as of February
28, 1997, Series 1997-A-1

BY: _____
NAME: Chad A. Neel
TITLE: Its Attorney-In-Fact

STATE OF Oklahoma
COUNTY OF Tulsa

Personally appeared before me, the undersigned, a notary public in and for the state and county aforesaid, Chad A. Neel with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, who acknowledged himself to be the Its Attorney-In-Fact of The Bank of New York as Trustee under the Pooling and Servicing Agreement Dated as of February 28, 1997 Series 1997-A-1 and he/she as such Its Attorney-In-Fact being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of The Bank of New York as Trustee under the Pooling and Servicing Agreement Dated as of February 18, 1997, Series 1997-A-1 by himself/herself as such Its Attorney-In-Fact

Witness my hand and official seal this the 18 day of Nov., 1998.

RHONDA L. HOOD NOTARY PUBLIC STATE OF OKLAHOMA TULSA COUNTY COMM EXP. 05-10-2002

Notary Public

9/10/02
My commission expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $60,000.00.

Melody Cooper
Affiant

Subscribed and sworn to before me this the 9th day of December, 1998.

1-20-99
My commission expires:

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

ADDENDUM TO SPECIAL WARRANTY DEED DATED _____ 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

Melody Cooper

DATE: 12/9/98

STATE OF TENNESSEE *

COUNTY OF DAVIDSON *

This instrument was acknowledged before me on DECEMBER 9, 1998

by _____

RICHARD MANSON

Notary Public, State of TENNESSEE

Name Printed RICHARD MANSON

My Commission Expires: 7/24/99

RICHARD MANSON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JULY 24, 1999

STATE OF _____ *

COUNTY OF _____ *

This instrument was acknowledged before me on _____, 1998

by _____.

_____

Notary Public, State of

Name Printed

My Commission Expires:

8734 12/10 0101 03CHECK 241.00

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11246 PAGE 991

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

MAMT 60000.00
MOR TX 222.00
ERR CO
MOR TX 222.00-
CON TX 222.00
PRFEE 1.00
WDEED 16.00
CFEE 2.00
TOTAL 241.00
CHECK 241.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/10/98 01 14:04 0001 8734

0523570
IDENTIF. ↑ REFERENCE

98 DEC 10 PM 2:02
BILL GARNETT REGISTER
DAVIDSON COUNTY, TN.

No. 1383713