THIS DEED IS BEING RE-RECORDED TO CORRECT
THE LEGAL DESCRIPTION -BOOK AND PAGE

33-B
2705

The Instrument Prepared by:

Mark A. Ellmore, Attorney
Suite C, 388 Harding Place
Nashville, TN 37211

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SPECIAL WARRANTY DEED

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Address New Owner:
Jerry W. Drake
322 Arrington Street
Nashville, Tennessee 37207

Send Tax Bills to:
SAME

Map & Parcel
82-07-160

For and in consideration of the sum of $30,000.00 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 York as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1995, Series 1995-C, Grantors, have bargained and sold, and by these presents do transfer and convey unto Jerry W. Drake,* hereinafter called Grantee, his/her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

*and wife, Sherry G. Drake,

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. 5 on the East Nashville Real Estate Companys Plan of Lots, as of record in Book ~~3370~~ 4470, page 190, Register's Office for said County to which plan reference is here made for a more particular description.

Being the same property conveyed to The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1995, Series 1995-C, by Substitute Trustee's Deed of record in Book 11145, page 431, Register's Office for Davidson County, Tennessee.

This is improved property known as 322 Arrington Street, Nashville, Tennessee 37207.

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

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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 7 day of Dec, 1998.

The Bank of New York as Trustee
Under the Pooling and Servicing
Agreement Dated as of November 30,
1995, Series 1995-C

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

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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 August 31, 1996, Series 1996-C 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 August 31, 1996, Series 1996-C by himself/herself as such Its Attorney-In-Fact

Witness my hand and official seal this the 7 day of Dec, 1998.

_____
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 $30,000.00.

_____
Affiant

Subscribed and sworn to before me this the 22nd day of DECEMBER, 1998.

_____
Notary Public

7-27-2002
My commission expires:

RE-RECORD
98 DEC 28 PM 3:30
0529320
IDENTIF. ✦ REFERENCE
BILL GARNELL REGISTER
DAVIDSON COUNTY, TN.

RE-RECORD
99 FEB 10 PM 2:58
0547748
IDENTIF. ✦ REFERENCE
DAVIDSON COUNTY REGISTER

RE-RECORD
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ADDENDUM TO SPECIAL WARRANTY DEED DATED 12/7/98 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

Jerry W. Shultz

Sherry D. Shultz

DATE: 12-22-98

4874 12/28 0101 03CHECK 126.00

4512 02/10 0101 03CHECK 14.00