THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT AN ERROR IN GRANTEE'S NAME (i.e. Grantee is the "V" not the "IV")

BOOK 11646 PAGE 781

Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
679-027

RECORD AND RETURN TO:
Mitchell A. Watts, Attorney
2400 Crestmoor Road #102
Nashville, TN 37215

RE RECORD BOOK 11730 PAGE 968

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the 6th day of August, 1999, by The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1998, Series 1998-A, Grantor, by its duly appointed attorney in fact.

Grantor, being duly authorized by resolution of its board of directors or otherwise, by said attorney in fact, hereby conveys to Carter H. Witt, ~~IV~~ V, Grantee, the following land in Davidson County, Tennessee:

A certain tract or parcel of land situated in Davidson County, State of Tennessee, described as follows, to-wit: Being Lot No. 32 on the Map of Mashburn Heights, as of record in Book 1835, page 1, Register's Office for said County. Beginning at a point in the northwesterly margin Mashburn Road at the corner Lots Nos. 31 and 32; thence with the line between said lots, northwesterly 137 feet to a corner of Lot No. 34; thence along the west line of Lot No. 32, along the east line of Lots Nos. 33 and 34, southerly 165 feet to the north margin of Live Oak Road; thence with the margin of the same, easterly 69.3 feet to the beginning of a curve; thence around said curve easterly 34.8 feet to the northwesterly margin of Mashburn Road; thence with the margin of the same, northeasterly 95.6 feet to the point of beginning; subject to easements and restrictions of record.

Being the same property conveyed to The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1998, Series 1998-A, by Trustee's Deed of record in Deed Book 11469, page 788, of the Register's Office of Davidson County, Tennessee.

Commonly known as: 2718 Mashburn Road, Nashville, TN 37210

Grantor covenants that it is seised and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

IN WITNESS WHEREOF, this indenture is executed in the name of

99 AUG 23 AM 8:22

RE RECORD BOOK 11730 PAGE 969

the Grantor on the day and year first above written.

The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1998, Series 1998-A, by its attorney in fact

by: _____
Attorney in fact

Randall Brown

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Acknowledgment

State of Oklahoma)
) ss.
County of Tulsa)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, appeared Randall Brown, as attorney in fact for The Bank of New York as Trustee Under the Pooling and Servicing Agreement dated as of November 30, 1994, Series 1994-D, the within named bargainor, a corporation, and he, as such attorney in fact executed the foregoing instrument for the purposes therein contained by signing the name of the corporation thereto by himself as such attorney in fact.

Witness my hand and seal this 6th day of August, 1999.

Darlene B. Davis
Notary Public

My commission expires:
6-9-01
(Seal)

DARLENE DAVIS
NOTARY PUBLIC
STATE OF OKLAHOMA
TULSA COUNTY

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, $ 75,500.00 , which amount is equal to or greater then the amount which the property transferred would command at a fair and voluntary sale.

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Affiant

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Subscribed and sworn to before me this 30th day of August, 1999.

Notary Public

My commission expires:

1-25-03
(Seal)

PATRICIA A. RICHARDS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Property owner and party responsible for payment of taxes:
Carter H. Witt, IV
2718 Mashburn Road
Nashville, TN 37210

Field Book No. 06DA-33268, Map 119-10, Parcel 191

Send Tax Bills To:

AmSouth Bank

2050 Parkway Office Circle

Birmingham, AL 35244

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ADDENDUM TO SPECIAL WARRANTY DEED DATED 8/6/1999 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

Carla M Wood

DATE: 8-30-99

99 SEP -2 AM 10:50
BILL GARNETT REGISTER
DAVIDSON COUNTY, TN.

063628
IDENTIFICATION REFERENCE

99 NOV -3 PM 2:48
REGISTER
DAVIDSON COUNTY, TN.

RE RECORD

065403 1
IDENTIFICATION REFERENCE

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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STATE OF Tennessee

COUNTY OF Davidson

This instrument was acknowledged before me on 8.30, 1999

by Carter H. Witt, V

Notary Public, State of Tennessee

Name Printed Miriam A Watts

My Commission Expires: 9-29-2001

STATE OF Tennessee

COUNTY OF Davidson

This instrument was acknowledged before me on _____, 1999

by _____

Notary Public, State of _____

Name Printed _____

My Commission Expires: _____