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Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
683-035

Return to:
CASTLEMAN TITLE & ESCROW, INC.
110 Glancy Street, Suite 112
Goodlettsville, TN 37072

Instr:200001200006871 Page: 1 OF 5
REC'D FOR REC 01/20/2000 1:35:38PM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $332.63

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the 29TH day of DECEMBER, 1999, by The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of May 28, 1997, Series# 1997-B, Grantor, by its duly appointed attorney in fact, which appointment is evidenced by duly recorded Power of Attorney.

Grantor, being duly authorized by resolution of its board of directors or otherwise, hereby conveys to Karen Hillebrand, Grantee, the following land in Davidson County, Tennessee:

A tract of land in the Tenth Civil District of Davidson County, Tennessee, now the Eleventh Councilmanic District and City of Goodlettsville, Tract Number Two (2) on a survey made by David A. Demerich of Franklin, Tennessee, on May 11, 1990.

Lot Number 2 of Adams Subdivision Re-sub May 18-15. Beginning at a concrete monument located on the Northerly right of way of Moncrief Avenue at the common property line of Adams and Clouse; thence North 24 degrees 59 minutes 12 seconds West 224 feet to an iron pin; thence North 65 degrees 39 minutes 57 seconds East 10 feet to an iron pin; thence South 21 degrees 56 minutes 59 seconds 225.61 feet to an iron pin in the Northerly right of way of Moncrief Avenue; thence with said right of way South 65 degrees 46 minutes 51 seconds West 118.05 feet to the point of beginning.

Commonly known as: 405 Moncrief Avenue, Goodlettsville, TN 37072

Being the same property conveyed to The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of May 31, 1997, Series 1997-B, Grantor, by Trustee's Deed from Robert M. Wilson, Jr., Successor-Trustee, dated November 4, 1999, recorded in Book 11741at Page 707, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any way appertaining unto Grantee and unto her heirs and assigns forever.

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 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 May 31, 1997, Series 1997-B, by its attorney in fact

by: _____
Randall Brown Attorney in fact

Acknowledgment

State of Oklahoma)
)ss.
County of Tulsa)

Before me, a notary public for the State and County aforesaid, personally appeared Randall Brown, as attorney in fact for The Bank of New York, as Trustee Under the Pooling and Servicing Agreement dated as of May 31, Series 1997-B, the within named bargainor, a corporation, and he, as such attorney in fact, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation thereto by himself as such attorney in fact.

Witness my hand and seal this 27th day of December, 1999.

Darlene B. Davis
Notary Public

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

DARLENE DAVIS NOTARY PUBLIC TULSA COUNTY OKLAHOMA

ADDENDUM TO SPECIAL WARRANTY DEED DATED 12/29/99 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

Karen Hilleland

DATE: 1/13/00

STATE OF TENNESSEE *

COUNTY OF DAVIDSON *

This instrument was acknowledged before me on JANUARY 13, ~~1999~~ 2000
by Karen Hillebrand

Sharon H Gibbs

Notary Public, State of Tennessee
Name Printed Sharon Gibbs
My Commission Expires: July 26, 2002

STATE OF _____ *

COUNTY OF _____ *

This instrument was acknowledged before me on _____, 1999
by _____.

_____

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

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, $ 89,900.00 , which amount is equal to or greater then the amount which the property transferred would command at a fair and voluntary sale.

Vicky Lodges
Affiant

Subscribed and sworn to before me this 13th day of January, 2000.

Stefanie G. Porter
Notary Public

My commission expires: 3/23/02

Property owner and party responsible
for payment of taxes:
Karen Hilleebrand
405 Moncrief Avenue
Goodlettsville, TN 37072

Map No. 18/15/18.00

Return to:
Castleman Title & Escrow, Inc.

110 Glancy Street, Suite 112

Goodlettsville, TN 37072