RE-RECORD

**This deed is to show correct lot number. Please re-record.

Davidson County DEEDWARR
Recvd: 04/02/02 11:42 3pgs
Fees:17.00 Taxes:0.00

20020402-0039757

Davidson County DEEDWARR
Recvd: 01/18/02 08:10 3pgs
Fees:18.00 Taxes:185.00

[redacted]

20020118-0007539

SPECIAL WARRANTY DEED

THE BANK OF NEW YORK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997, SERIES, 1997-D

STATE OF TENNESSEE

COUNTY OF DAVIDSON

TO:

JAMES H. ROBERTS

RECORD MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THE EXHIBIT
UNSATISFACTORY RECEIVED

BEFORE the undersigned notaries duly commissioned and qualified in and for their respective Counties and States on the dates stated below and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

THE BANK OF NEW YORK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997, SERIES 1997-D, TAX ID #68-0405088 , whose permanent mailing address is declared to be 1100 Corporate Center Drive, Building B3, Raleigh, North Carolina 27607, hereinafter called grantor, **

who declared that in consideration of the price and sum of **FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00),** cash in hand paid, the receipt whereof is hereby acknowledged, and good acquittance and discharge therefor given, grantor did and does by these presents, grant, and deliver to;

JAMES H. ROBERTS, SS # [redacted]-5662, married to and living with Amy M. Roberts, whose permanent mailing address is declared to be 201 Thompson Lane, Suite 200, Nashville, Tennessee 37211, hereinafter called grantee,

here present, accepting and purchasing for himself, his heirs, successors, and assigns all and singular, the following described property, situated in the Davidson County, State of Tennessee, to-wit:

One (1)

Being Lot No. XX on the Plan of W.D. Hamilton Subdivision of the Hamilton Lands, Block 8, as of record in Plat Book 421, Page 56, Register's Office for Davidson County, to which plan reference is hereby made for a more complete and accurate legal description thereof. Being the same property conveyed to the within named grantors by deed of record in Book 7155, page 722 Register's Office for said county.

The last recorded Warranty Deed was filed of record at Instrument No. 7155, Page 722, in the Register's Office of Davidson County, Tennessee.

Grantor and grantee agree and stipulate that the property, including the improvements located thereon, shall be sold in its "as is" condition, without any representations or warranties, express or implied, including but not with limitation, as to: (a) workmanship, structure, stability and quality of the improvements; (b) the water tightness of the improvements, including without limitation roofs, walls, doors, and windows; (c) the status, stability, and quality of soil conditions, equipment, stairways, appliances, fixtures, and furniture; (d) any defects, terminate infestations or damages and any other conditions whether latent or discoverable by reasonable inspection; (e) merchantability or fitness for any particular purpose, and; (f) the existence of any violation of any applicable law relating to the environment, including without limitation those pertaining to the generation, use handling, storage or disposal of hazardous waste; (g) any design defect, or any condition of design. Buyer(s) specifically waives any right or cause of action, that is, to rescind sale or

**The said Bank of New York acquired the property by Substitute Trustee's Deed dated October 28, 1997, recorded in the public records of Davidson County, Tennessee, as Instrument No. 20010508-0047419 on May 8, 2001.

seek a reduction of the purchase price for any reason whatsoever. Buyer acknowledges he/she/they have had an opportunity and/or have in fact inspected the property to his/her/their full satisfaction, and this clause has been pointed out to him/her/them and has been explained to his/her/their full satisfaction.

Municipal Address: **600 Hamilton, Nashville, TN 37203**

Grantor covenants that it is seized and possesses 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.

TO HAVE AND TO HOLD the above described property together with all improvements and appurtenances thereto belonging unto said grantee, his heirs, successors and assigns, with no warranty of title except for claims and demands of the grantor and all persons claiming by and under it, and with full substitution and subrogation to all rights of warranty and other rights held by said vendor.

Any mortgage certificates which may be required by law are hereby waived by the parties hereto, which may be required by law are hereby waived by the parties hereto, who covenant to hold me, notary, harmless from non-production thereof.

All taxes on the above described property for the three years preceding passage of this act of sale have been paid, and the parties agree that the taxes for the current year are to be prorated.

THUS DONE, READ AND PASSED at my office in Raleigh, North Carolina, on the [illegible] of December, 2001, in the presence of the two undersigned competent witnesses who hereunto sign their names together with said appearers and me, notary.

WITNESSES:

Kalpana Patel

The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1997, Series 1997-D

By: Deborah Kaufman
Designated Signer

JENNIFER M. NELSON
Commission #20002990131
Notary Public, North Carolina
Wake County, N.C.
My Commission Expires October 31, 2005

NOTARY PUBLIC
My Commission Expires: _____

THUS DONE, READ AND PASSED at my office in Nashville, Tennessee, on the 28th of December, 2001, in the presence of the two undersigned competent witnesses who hereunto sign their names together with said appearers and me, notary.

WITNESSES:

Megan E. Flowers

Heather Kelley

JAMES H. ROBERTS

NOTARY PUBLIC
My Commission Expires:

GREGORY HARDEMAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $50,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 28th DAY OF DECEMBER, 2001.

NOTARY PUBLIC
My Commission Expires:

GREGORY HARDEMAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

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MSP No.: 469.001032TN (Reed)
Prop. Address: 600 Hamilton, Nashville, TN 37203
Tax Parcel ID No.: 105-07; 228.00

Mail Tax Notices to:
James H. Roberts
201 Thompson Lane, Suite 200
Nashville, Tennessee 37211

Documents prepared by: SPARKS-BENNETT TITLE, LLC
5515 South Sherwood Forest Boulevard
Suite 3
Baton Rouge, Louisiana 70816