Davidson County DEEDWARR
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Fees:18.00 Taxes:250.58
20020507-0055842

SPECIAL WARRANTY DEED

The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of August 31, 1996, Series 1996-C

STATE OF TENNESSEE

COUNTY OF DAVIDSON

TO:
Robert H. Braswell

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 August 31, 1996, Series 1996-C, TAX ID # 68-039426.5, 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 **SIXTY SEVEN THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($67,725.00),** 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;

Robert H. Braswell, married to and living with Barbara L. Braswell, whose permanent mailing address is declared to be 168 Charleston Park, Nashville, Tennessee 37076, 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 County of Davidson, State of Tennessee, to-wit:

All the certain tract or parcel of land lying and being in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 66 on the plan of Jackson's Rorrent, Phase J, Section II, as of record in Plat Book 5200, page 334 and 335, said Register's Office, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of August 31, 1996, Series 1996-C, by deed dated 03-22-01, from Clifton R. Darnell, filed for record on 04-06-01, in Instrument No. 200104060034116, Register's Office for Davidson County, Tennessee.

Municipal Address: **1137 Jacksons View Rd., Hermitage, TN 37076**

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 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.

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 grantor, if any.

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, State of North Carolina, on the 18th day of January, 2002, in the presence of the two undersigned competent witnesses who hereunto sign their names together with said appearers and me, notary.

WITNESSES:

The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of August 31, 1996, Series 1996-C

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: 10-31-05

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE ME, JENNIFER M. NELSON, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED, DEBORAH KAUFMAN, WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO BE ON THE BASIS OF EVIDENCE), AND WHO UPON OATH , ACKNOWLEDGED HERSELF TO BE DESIGNATED SIGNER OF THE WITHIN NAMED THE BANK OF NEW YORK, AS TRUSTEE UNDER THE POOLING AGREEMENT DATED AS OF AUGUST 31, 1996, SERIES 1996-C, AND THAT SHE AS SUCH DESIGNATED SIGNER EXECUTED THE FOREGOING 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.

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STATE OF TENNESSEE
COUNTY OF ANDERSON

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 $67,725.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Robert H. Braswell
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 18th DAY OF JANUARY, 2002.

DEAN ROBINSON NOTARY PUBLIC AT LARGE WILSON CO. TENN.

NOTARY PUBLIC
My Commission Expires: 10/24/05

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Prop. Address: 1137 Jacksons View Road, Hermitage, TN 37076
Tax Parcel ID No.: 86-7/77.00

ADDRESS New Owners

Mail Tax Notices to:
Robert H. Braswell
168 Charleston Park
Nashville, Tennessee 37076

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