Davidson County DEEDWARR
Recvd: 07/09/02 13:50 2pgs
Fees:13.00 Taxes:194.25
20020709-0082464

SPECIAL WARRANTY DEED

This Instrument Prepared by:
Title21 and, LLC
5515 South Sherwood Forest Boulevard
Suite 3
Baton Rouge, Louisiana 70816

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter grantees, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, **FIRST UNION NATIONAL BANK OF DELWARE,** TAX ID# 56-1887881, whose permanent mailing address is declared to be 1100 Corporate Center Drive, Building B3, Raleigh, North Carolina 27607, hereinafter called "Grantor(s)", have bargained and sold, and by these presents do transfer and convey unto, **EBENEZER MISSIONARY BAPTIST CHURCH,** hereinafter called "Grantee(s)", his heirs and assigns, a certain tract or parcel of and in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lot No. 277 on the Map of the Subdivision of the Heffernan Place, as of record in Book 161, page 138, Register's Office for said County.
Said Lot No. 277 fronts 50 feet on the northerly side of Morena Street, and runs back between parallel lines with the westerly margin of 27th Avenue North, formerly Gerry Avenue, 150 feet to an alley.
Being the same property conveyed to Walter Rolston and Naomi Rolston and Maud Collier by quitclaim deed from Maud Collier f/k/a Maud Huddleston, dated April 20, 1998, recorded as Instrument No. 20008112, Register's Office for Davidson County, Tennessee and by quitclaim deed dated August 24, 2000 recorded simultaneously herewith.

Commonly known as: 2700 Morena, Nashville, Tennessee 37208.

Being one and the same property conveyed to Grantor(s) herein by Trustee's Deed at Instrument No. 20020221-0022311, of record 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, termite 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. Grantee(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. Grantee 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.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, state, title and interest thereto belonging to the GRANTEES, their heirs and assigns, forever; and GRANTOR covenants that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor but not further nor otherwise.

WITNESSES:

Mae Harris

Laquita Taylor

FIRST UNION NATIONAL BANK OF DELAWARE

Deborah Kaufman

By: Deborah Kaufman
Vice President

****

*

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Personally appeared before me, a Notary Public, Deborah Kaufman, with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purpose therein contained, and who further acknowledged that such person is the _____, of the maker or a constituent of the maker and is authorized by the maker or by its constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and notarial seal at office this 28 day of June, 2002.

BRENDA DEMPSEY
NOTARY PUBLIC
LEE COUNTY, N. C.
My Commission Expires September 11, 2006

Brenda Dempsey
NOTARY PUBLIC
My Commission Expires: _____

****

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 $ 52,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Toni Riley
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 26 DAY OF JUNE, 2002.

NOTARY PUBLIC
My Commission Expires: 1st Monday

****

Prop. Address: 2700 Morena, Nashville, Tennessee 37208
Tax Parcel ID No.: 92-06;80.00

new owner
Mail Tax Notices to:
Ebenezer Missionary Baptist Church
2624 Morena Street at 27th
Nashville, Tennessee 37208