SPECIAL WARRANTY DEED

Davidson County DEEDWARR
Recvd: 07/29/02 10:21 2pgs
Fees:13.00 Taxes:814.00
20020729-0090408

This Instrument Prepared by:
Title2Land, 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 DELAWARE,** 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, **MARK A. HOWERTER AND JANE L. HOWERTER,** 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:

One (1) certain piece or portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the County of Davidson, State of Tennessee, in that subdivision known as LAKERIDGE and designated on the official plan thereof, on file and of record in the office of the Clerk and Recorder of the County of Davidson, State of Tennessee, as LOT NUMBER TWENTY-SEVEN (27), said subdivision, said lot having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map.

Commonly known as: 3813 Lakeridge Run, Nashville, Tennessee 37214.

Being one and the same property conveyed to Grantor(s) herein by Trustee's Deed at Instrument No. 20011227-0142801, 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.

Mark A Howerter
Jane L Howerter

WITNESSES: **FIRST UNION NATIONAL BANK OF DELAWARE**

Mae Hewett

Paquita Taylor

By: Deborah Kaufman
Vice President

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* NC

STATE OF ~~SOUTH 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 VP, 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 6 **day of ~~May~~** June**, 2002.**

Shallina Hudson
NOTARY PUBLIC
My Commission Expires Commission Expires March 3, 2008

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STATE OF ~~TENNESSEE~~ LOUISIANA
COUNTY OF ~~DAVIDSON~~ EAST BATON ROUGE

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 $220,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Joni Riley
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 6 **DAY OF ~~MAY~~** JUNE**, 2002.**

NOTARY PUBLIC
My Commission Expires: At death

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Prop. Address: 3813 Lakeridge Run, Nashville, Tennessee 37214
Tax Parcel ID No.: Map 109, Group 1-O-A, Parcel 66CO

NEW OWNER'S ADDRESS

Mail Tax Notices to:
Mark A. and Jane L. Howerter
3813 Lakeridge Run
Nashville, Tennessee 37214