Davidson County DEEDWARR
Recvd: 10/07/02 15:30 3pgs
Fees:18.00 Taxes:140.60

20021007-0122062

PREPARED BY:
BALDWIN LAND TITLE. PLLC
228 JACKSON MEADOWS
HERMITAGE, TN 37076

SPECIAL
WARRANTY DEED

THIS INDENTURE is made and entered into this 25th day of September, **August, 2002** between **Washington Mutual Bank,** ~~XNAX~~ FA GRANTOR, and ~~Peter Shockey husband and wife, and Stowe Shockey~~ Daniel Katcher and wife Christine Katcher, GRANTEE.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR does hereby bargain, sell, transfer and convey unto the GRANTEES, all of GRANTOR'S right, title and interest in the following described property lying in City of **Nashville,,** County of **DAVIDSON,** State of Tennessee, more particularly described as follows:

A CERTAIN TRACT OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING Lot No. 147 on the Plan of Benedict Land Company's Subdivision of the Lindsley Tract, of record in Plat Book 332, page 49, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to Washington Mutual NA, by Substitute Trustee's Deed from pRobert M. Wilson JR. Trustee **and filed of record in Instrument No.** 20020828-0104071 **, Register's Office for Davidson County, Tennessee.**

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2002, which have been prorated and assumed by the Grantee(s); any and all matters in Plan of Record in Plat Book 332, page 49; and any and all easements, right-of-ways, setback lines, restrictions, zoning regulations, etc., all of record in the Register's Office for Davidson County, Tennessee.

******BUT THIS WARRANTY DEED IS LIMITED TO THE TIME IN WHICH SAID REAL ESTATE WAS LAWFULLY SEIZED AND POSSESSED BY GRANTORS HEREIN AND DOES NOT EXTEND TO ANY PREVIOUS TIME THERETO . WHEREVER USED, THE SINGULAR NUMBER SHALL INCLUDE THE PLURAL, THE PLURAL THE SINGULAR AND THE USE OF ANY GENDER SHALL BE APPLICABLE TO ALL GENDERS.*****

THE ABOVE LEGAL DESCRIPTION IS IDENTICAL TO THE ONE IN THE PREVIOUS DEED OF RECORD.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto GRANTEE, GRANTEE'S heirs, successors and assigns forever. The GRANTOR does covenant and agree with the said GRANTEE that GRANTOR is lawfully seized and possessed of the said real estate and that GRANTOR has a good and lawful right to sell the same. The GRANTOR further covenants that the same is unencumbered except as otherwise set forth herein, and that the title and quiet possession thereto GRANTOR will forever warrant and defend against the lawful claims of all persons whomsoever.

WITNESS my hand on the day and year first above written.

BY CHASE MANHATTAN MORTGAGE CORP. AS ATTORNEY-IN-FACT

Washington Mutual Bank, ~~NA~~ FA
Signature of Seller

JOE LANNING, VICE PRESIDENT

POWER OF ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JOE LANNING, VICE PRESIDENT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ of Chase Manhattan Mort., which is the Attorney in Fact for WASHINGTON MUTUAL BANK, F.A., the within named bargainor and corporation and who, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as the _____ of _____ for WASHINGTON MUTUAL BANK, F.A. as per the Limited Power of Attorney as recorded simultaneously herewith.

Witness my hand, at office, this 25 day of SEPTEMBER 2002.

C. M. UTZ
Commission # 1344961
Notary Public - California
San Diego County
My Comm. Expires Mar 1, 2006

_____
Notary Public

My Commission Expires: _____

Name and Address of Property Owner:

~~PETER SHOCKEY~~ Daniel Katcher

Property Address:

1202 MERIDIAN STREET
NASHVILLE, TN 37207

Person Responsible for Taxes:
SAME

Parcel #: 071-15-01

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$38,000.00,** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

_____
Affiant

Sworn to and subscribed before me, a Notary Public, this 25 day of SEPTEMBER, 2002.

_____
Notary Public

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 2/13/2003

RETURN TO:

BALDWIN LAND TITLE, PLLC
228 Jackson Meadows Drive
Hermitage, TN 37076

* See Attach

OWNER'S AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF

The undersigned deponent (defined as any signatory hereto whether corporate, singular, plural, masculine, or feminine) being first duly sworn on oath does hereby state that the following facts are true and correct to the best of his knowledge and belief:

1. That **Washington Mutual, ~~NA~~ FA** Owner has been in peaceable and undisturbed possession of the premises known as **1202 Meridian Street, Nashville, TN 37207** located in the County of **DAVIDSON**, State of Tennessee, and embraced in the to **unknown** delivered simultaneously herewith and that title to said premises has never been disputed or questioned.

2. Deponent further states that no person has any valid contract to purchase any part or all of said premises nor does he know of any facts or other reason by or through which possession or title to said premises might be claimed or questioned or of any claim to said premises which might be made adverse to the present title to the property.

3. Deponent further says that said property or any part thereof is not leased to any person or persons except: NONE

4. Deponent further says that he does not owe any person for any labor or materials of any kind or character incurred in connection with the construction of any improvements or repairs on said property or furnishings thereon located.

5. Deponent further says that he does not have any judgments against him in any court and has not been in bankruptcy within the last ten (10) years.

6. Deponent further says that he does not have any tax liens or tax claims pending whether recorded or not against said property or himself nor does Deponent know of any taxes of any kind or character which may have been assessed against said property now a lien or now due and payable, except: NONE

7. Deponent further states that he is above the age of twenty-one and under no disability of any kind which would render legal instruments signed by him invalid.

8. Deponent further says that he known of no mortgage indebtedness or other lien against said property except: NONE

All statements and representations contained herein are made for the purpose of inducing **BALDWIN LAND TITLE. PLLC** and any title insurance underwriting company used by said **BALDWIN LAND TITLE. PLLC** to issue its title policy to: **unknown, unknown** The undersigned agree(s) to INDEMNIFY AND HOLD HARMLESS any title insurance underwriting company used herein for the purposes contained, its agents/assigns (inlcuding the closing attorneys) from any and all loss, costs or damage, including attorneys' fees, which it may incur or for which it may become liable under its policy or policies, either directly or indirectly, as a result of any claims or losses from the above, including any such costs incurred in defense of such claims.

WITNESS our signature(s) this the ~~25th~~ 25 day of ~~August~~ September, 2002.

BY CHASE MANHATTAN MORTGAGE CORP.
AS ATTORNEY-IN-FACT

Washington Mutual, ~~NA~~ FA
Signature of Seller
JOE LANNING, VICE PRESIDENT

Sworn and subscribed before me this the ~~25th~~ 25 day of ~~August~~ September **2002.**

Notary Public

My Commission Expires

C. M. UTZ
Commission # 1344981
Notary Public - California
San Diego County
My Comm. Expires Mar 1, 2006