STATE OF TENNESSEE )
COUNTY OF WILLIAMSON )

I hereby declare that the actual consideration for this transfer, or the true value of the property transferred, whichever is greater, is $67,600.00.

AFFIANT

Sworn to and subscribed before me this 9th day of September, 2003.

NOTARY PUBLIC My commission expires: 2003

Map and Parcel No. 59/14/75.00

Address of New Owner:
Frank Thomas, Jr.
5730 Chadwick Lane
Brentwood, TN 37027

Send Tax Notices To:
Same As Owner

# SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby expressly acknowledged, the undersigned, THE BANK OF NEW YORK, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1996, Series 1996-D, hereinafter referred to as Grantor, has bargained and sold, and by these presents does transfer and convey unto FRANK E. THOMAS, JR., hereinafter referred to as Grantee, his heirs and assigns forever, all of its right, title and interest in the following described real estate, situated in Davidson County, State of Tennessee, to wit:

See legal description, Attachment "A" hereto, made a part hereof.

**This is improved property, known as 756 Moormans Arm Road, Nashville, TN 37207.**

THIS CONVEYANCE IS SUBJECT TO easements and building setback lines of record at Book 3600, page 85, in the Register's Office for Davidson County, Tennessee; to restrictive covenants of record at Book 3840, page 404, in said register's office; and to the 2003 Davidson County property taxes, which are being prorated.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, his heirs and assigns forever; and we do covenant with the said GRANTEE with respect to that Warranty of Title set out in Attachment "B" hereto and made a part hereof. Additional reservations from and exceptions to this conveyance and the Warranty of Title are also set out in Attachment "B" hereto and made a part hereof. The subject real property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises. Wherever used herein, the singular form shall include the plural, the plural the singular, and the use of any gender-specific pronoun shall be applicable to all genders.

IN WITNESS WHEREOF, the said THE BANK OF NEW YORK, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1996, Series 1996-D, has hereunto set its signature, this 24 day of July, 2003.

THE BANK OF NEW YORK, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1996, Series 1996-D

By: _____
Printed Name: William Shuey
Title: Designated Signer

Bank of New York CORPORATE SEAL

Davidson County DEEDWARR
Recvd: 09/11/03 13:56 3pgs
Fees:18.00 Taxes:250.12
20030911-0133477

STATE OF NC )
COUNTY OF Wake )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, William Shuey, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged such person to be Designated Signer (or other such officer authorized to execute this instrument) of THE BANK OF NEW YORK, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1996, Series 1996-D, the within-named bargainor, a corporation, and that Designated Signer (or other officer, as Designated Signer) executed the foregoing Special Warranty Deed for the purposes and considerations therein contained, by personally signing the name of the corporation as Designated Signer.

WITNESS my hand and official seal of office, at Wake County, NC, on this, the 24 day of July, 2003.

My commission expires: _____

Mae Harrington
NOTARY PUBLIC

OFFICIAL SEAL
Notary Public-North Carolina
MAE HARRINGTON
Wake County
My Commission Expires: August 25, 2007

Attachment "A": Legal Description.

The following described tract of land, located in Davidson County, State of Tennessee:

BEING Lot No. 45 on the Plan of Haynes Manor, Section 1, as of record in Book 3600, page 85, Register's Office for Davidson County, Tennessee, 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 November 30, 1996, Series 1996-D, by Clifton E. Darnell, Substitute Trustee, by Substitute Trustee's Deed dated October 31, 2002 and recorded November 15, 2002 as Instrument No. 20021115-0142181, in the Register's Office for Davidson County, Tennessee.

Attachment "B": Warranty of Title, Reservations and Exceptions.

Grantor covenants that it is seized and possessed 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.

The following reservations from and exceptions to this conveyance and the Warranty of Title made herein shall apply.

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");

2. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;

3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portions(s) of the Property, but only to the extent that same are still in effect;

4. All presently recorded instruments (other than liens and conveyances by, through of under the Grantor) that affect the Property and any portion(s) thereof;

5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and

6. Any conditions that would be revealed by a physical inspection and survey of the Property.

**This Instrument Prepared By:**
J. Wayne Thomas, Attorney at Law
RELS/Real Estate Loan Services of Tennessee, Inc.
1100 Kermit Drive, Suite 204
Nashville, TN 37217

**When Recorded Return To:**

RELS
1100 Kermit Drive, Suite 204
Nashville, TN 37217