Bk 29

THIS INSTRUMENT PREPARED BY:
J. Blake Freeman, Attorney
51 Century Boulevard, Ste. 110
Nashville, TN 37214-3614

Map 72-16, Parcel 89

Davidson County DEEDWARR
Recvd: 01/28/04 15:02 3pgs
Fees:18.00 Taxes:292.30

20040128-0010935

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged by the Grantor, **Bank One, N.A.** does hereby bargain, sell, transfer and convey unto Kerry D. Pogue his heirs and assigns, that certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

BEING Lot No. 9 on the Plan of Peerman Heights, as of record in Book 2133, page 3, Register's Office for said County.

Said Lot No. 9 fronts 120 feet on the northwesterly side of Peerman Drive and extends back 183.9 feet on the southerly line and 230 feet on the northwesterly line to a dead line in the rear, which is a broken line, on which it measures 268.8 feet.

BEING the same property conveyed to Bank One, N.A., by Substitute Trustee's Deed from Stuart E. Duncan, Substitute Trustee, dated January 7, 2003, and recorded at Instrument No. 20030113-0005357, said Register's Office.

Property address is 1616 Peerman Drive, Nashville, TN 37206

TO HAVE AND TO HOLD said tract or parcel of land together with the appurtenances, estate, title and interest thereto belonging unto the said Grantee, Kerry D. Pogue his heirs and assigns, forever.

Said Grantor does hereby covenant with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by, through, or under it, but against none other.

Grantor makes no representation or warranties of any kind or character expressed or implied as to the condition of the material and workmanship in the dwelling house located on said property. The Grantees have inspected and examined the property and are purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on their own judgment.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

IN WITNESS WHEREOF, the said Grantor has executed this deed this 23 day of January, 2004.

BANK ONE, N.A.

By: Barry B. Pittleman

Its: Vice President

STATE OF WISCONSIN
COUNTY OF Waukesha

Before me, the undersigned, of the State and County aforesaid, personally appeared Barry B. Pittleman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Vice President of the BANK ONE, N.A. the within named bargainor, a corporation, and that he/she as such VP, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Vice President.

Witness my hand and official seal at Menomonee Falls, WI this 23 day of January, 2004.

Notary Public

My Commission Expires:

3/12/06

RITA L. COX
NOTARY PUBLIC
STATE OF WISCONSIN

****

NAME NEW OWNER(S):

Kerry D. Pogue
1616 Peerman Drive
Nashville, TN 37206

SEND TAX BILLS TO:

New Century Mortgage Corp.
18400 Von Karman, Ste. 1000
Irvine, CA 92612

****

STATE OF TENNESSEE DAVIDSON COUNTY ss:

The actual consideration or value, whichever is greater, for this transfer is $79,000.00

Affiant

Subscribed and sworn to before me this 23 day of January, 2004.

Notary Public

My Commission Expires:

OLLIE MAI PARSLEY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 25, 2006