-Oath-

State of Tennessee
County of Davidson

Map & Parcel No. 74-16-41

Address of New Owners: Diana Sullivan
240 Bonna Brook Dr.
Hermitage, TN 37076

I hereby declare that the actual consideration for this transfer or the true value of the property transferred, whichever is greater, is 90,000.00

Jennifer Jones
AFFIANT

Send Tax Notices To:
Diana Sullivan
240 Bonna Brook Drive
Hermitage, TN 37076

Pamela Gray Addison
Notary Public
My Commission Expires:
NOTARY PUBLIC AT LARGE SHELBY COUNTY, TN
MY COMMISSION EXPIRES: September 13, 2005

SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby expressly acknowledged, the undersigned, Wachovia Bank of Delaware, National Association, f/k/a First Union National Bank of Delaware, hereinafter referred to as Grantor, has bargained and sold, and by these presents does transfer and convey unto Diana Sullivan, hereinafter referred to as Grantee(s), their 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:

ALL THAT PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS MORE FULLY DESCRIBED IN DEED BOOK 8941, PAGE 568, ID# 74-16-41, BEING KNOWN AND DESIGNATED AS LOT 434, HERMITAGE HILLS-SECTION FIVE, FILED IN PLAT BOOK 3300, PAGE 1-2, RECORDED 05/04/61.

BEING THE SAME PROPERTY CONVEYED TO WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION, F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, BY SUBSTITUTE TRUSTEE'S DEED FROM PRIORITY TRUSTEE SERVICES OF TN, LLC AS SUBSTITUTE-TRUSTEE, FILED FOR RECORD 12/15/03 AT INSTRUMENT NO. 20031215-0179218 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Davidson County DEEDWARR
Recvd: 02/25/04 08:06 2pgs
Fees:13.00 Taxes:333.00
20040225-0021104

Property Address: 240 Bonnabrook Drive Hermitage, TN. 37076

This is improved/unimproved property, known as 240 Bonnabrook Drive Hermitage, TN 37076

THIS CONVEYANCE SUBJECT TO any governmental zoning and subdivision ordinances or regulations in effect thereon; to any existing easements, restrictions or right of ways; and to the 2004 County Taxes, which are being prorated. The following reservations from and exceptions to this conveyance and the warranty of title herein shall apply. (1) All Easements, rights of way and prescriptive rights whether of record or not, pertaining to any portions(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 portion(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 or 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 the 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.

"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."

TO HAVE AND TO HOLD the said tract of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever by, through and under the said GRANTOR(S) their successors and assigns, but not otherwise. Said 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 shall include the singular and the use of any gender specific pronoun shall be applicable to all genders.

IN WITNESS WHEREOF the said Wachovia Bank of Delaware, National Association, f/k/a First Union National Bank of Delaware has hereunto set its signature , this 28th day of January, 2004.

Wachovia Bank of Delaware, National Association, f/k/a First Union National Bank of Delaware
By: Deborah Kaufman
Its: Deborah Kaufman
Vice President

WACHOVIA BANK OF DELAWARE NATIONAL ASSOCIATION CORPORATE SEAL

State of NC
County of Wake } S.S.

Personally appeared before me, the undersigned, a Notary Public of said County and State, Deborah Kaufman with whom I am personally aquainted or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged such person to be Vice President (or other such officer authorized to execute this instrument) of Wachovia Bank of Delaware, National Association, f/k/a First Union National Bank of Delaware the within-named bargainor, a national banking association organized and existing under the laws of the United States of America, and that such Vice President, or other officer, as such Vice President, executed the foregoing Special Warranty Deed for the purposes and consideration therein contained, by personally signing the name of the Corporation as Vice President.

WITNESS my hand, and official seal of office, at Wake County, this 28th day of January, 2004.

Mae Harrington
Notary Public

My Commission Expires 28th day of January, 2004.

This Instrument Prepared by:
FRS
3227 E. 31st Street, #106
Tulsa, OK 74105
Janet Soulsby

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

After recording return to:

Associates Closing and Title
A Division of Wilson & Associates, PLLC
1521 Merrill Dr., Suite D220
Little Rock, AR 72211.9809