8044032665 **SPECIAL WARRANTY DEED**

THIS INDENTURE, made and entered into this 18 day of February, 2004, by and between, **U.S. Bank National Association, f/k/a First Bank National Association Trust, acting solely in its capacity as trustee for EQCC Home Equity Loan Trust 1988-2, by Fairbanks Capital Corp., as Attorney-in-Fact,** party of the first part, and **David L. Bibee,** party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the party of the second part, the following described real estate, situated in the City of NASHVILLE, County of DAVIDSON, State of TENNESSEE, to wit :

Lot 122, on the Map of Payne, Blakemore and Cummings Addition Subdivision, as shown on plat of record in Plat Book 57, Page 70, in the Register's Office, Davidson County Tennessee, to which plat reference is hereby made for a more particular description of said property

Property known as **618 Fourteenth Street, Nashville, Tennessee 37206**

Parcel No. **94-1-98.00**

This being the same property conveyed to **U.S. Bank National Association, f/k/a First Bank National Association Trust, acting solely in its capacity as trustee for EQCC Home Equity Loan Trust 1988-2, by FAIRBANKS CAPITAL CORP., as Attorney-in-Fact,** by Substitute Trustee's Deed of record in Instrument Number 20031001-0144451, in the Register's Office of Davidson County, Tennessee.

THIS PROPERTY IS BEING SOLD "AS IS", WHERE IS", NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for Easement recorded in Book 4006, Page 249, Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Payne, Blakemore and Cummings Additions, a s recorded in Plat Book 57, Page 70, and 2004 Davidson County property taxes, not yet due and payable; and that this is a Special Warranty Deed and is warranted by the Seller through and under it only; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its duly authorized officers as of the day and year first above written.

U.S. Bank National Association, f/k/a First Bank National Association Trust, acting solely in its capacity as trustee for EQCC Home Equity Loan Trust 1988-2

BY: _____

Fairbanks Capital Corporation, as Attorney-in-Fact

AVIVA BUSH, DOC. CONTROL OFFICER

STATE OF Utah)

) Salt Lake

Personally appeared before me a Notary Public, _____ 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 _____ of Fairbanks Capital Corp., as Attorney-in-Fact or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand an Official Seal this 18 day of February, 2004. Emma Shaner

NOTARY PUBLIC

My Commission Expires:

Davidson County DEEDWARR
Recvd: 02/27/04 13:41 2pgs
Fees:13.00 Taxes:81.40

20040227-0022483

Notary Public
EMMA SHANER
3615 South West Temple
Salt Lake City, Utah 84115
My Commission Expires
April 22, 2007
State of Utah

STATE OF)
COUNTY OF)

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$22,000.00,** which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this the 25th day of February, 2004.

NOTARY PUBLIC

My commission expires:

LISA JOHNSON
NOTARY PUBLIC AT LARGE
MY COMM. EXP. OCT. 26, 2004
SHELBY COUNTY, TN

Property Address:
618 Fourteenth St.
Nashville, TN 37206
New Owner and Mail Tax Bills to:
David L. Bibee
1017 Morrisey Court
Nashville, TN 37221

This Instrument prepared by:
CRISLIP, PHILIP & ASSOCIATES
4515 poplar Ave., Ste. 322
Memphis, TN 38117
(901) 525-2427