Davidson County DEEDWARR
Recvd: 03/15/04 15:34 6pgs
Fees:33.00 Taxes:684.50

20040315-0029502

DEED

AFTER RECORDING RETURN TO:

_____

_____

_____

_____

Prepared by: Bank of America Legal Dept.
C. Vandiver Smith,
Assistant General Counsel
101 South Tryon Street, 29th Floor
NC1-002-29-01
Charlotte, NC 28255

Address of New Owner and Send Tax Bills To:

Joe Goller and Barbara Brown
1302 Edgewood Place
Nashville, Tennessee 37206

Map-Parcel No.

Map 82-12, Parcel 226
Field Book No. 19W00720

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $185,000.00.

Joseph Goller
Affiant (Grantee)

Subscribed and sworn to before me, this the 11th day of March, 2004.

[Official Seal]

Notary Public

My Commission Expires: ROBERT JOHN NOTESTINE NOTARY PUBLIC, DAVIDSON COUNTY, TENNESSEE MY COMMISSION EXPIRES SEP. 21, 2005

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

SPECIAL WARRANTY DEED

BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto JOE GOLLER AND BARBARA BROWN, husband and wife (collectively, "Grantee"), Grantee's heirs, executors, administrators, personal representatives and assigns, in fee simple, that certain land located in Davidson County, Tennessee, and being more particularly described in Exhibit A, attached hereto and

incorporated herein by reference, together with all improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to the Permitted Exceptions set forth in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives and assigns; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's heirs, executors, administrators, personal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Except for the special warranty of title herein contained, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY PETROLEUM HYDROCARBONS, RADON GAS OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES AS DEFINED BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. EXCEPT FOR THE LIMITED WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN, GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

Ad valorem taxes for the present year having been prorated, Grantee hereby assumes payment thereof, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

By acceptance of this Special Warranty Deed, Grantee agrees to and accepts all of the foregoing matters.

IN WITNESS WHEREOF, GRANTOR, has caused this Special Warranty Deed to be executed on the 9th day of March, 2004.

BANK OF AMERICA, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: Shirley Mullen
Title: Assistant Vice President

STATE OF FLORIDA

COUNTY OF Hillsborough

Personally appeared before me, Robin Macaluso a Notary Public in and for the State and County duly commissioned and qualified, Shirley Mullen, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Assistant Vice President of the Grantor, Bank of America, National Association, a national banking association, and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 9th day of March, 2004.

Robin Macaluso
Notary Public

My Commission Expires:

11-13-04

[Notarial Seal]

ROBIN MACALUSO
MY COMMISSION # CC 981418
EXPIRES: November 13, 2004
Bonded Thru Notary Public Underwriters

EXHIBIT A TO SPECIAL WARRANTY DEED

LAND

The Land is described as follows:

Land in Davidson County, Tennessee, being the westerly 73 feet of the 123 foot lot which constituted Lot Nos. 27 and 28 on the Plan of Neill S. Brown's First Addition to East Nashville, as of record in Book 57, page 33, Register's Office of Davidson County, Tennessee, and the easterly 15 feet of North Ninth Street, now abandoned, adjacent thereto on the west, described together as follows:

Beginning at the northeast corner of North Ninth Street, as now located and Main Street, as widened; thence with the northerly margin of said Main Street eastwardly 88 feet to the present southwest corner of the property conveyed to Hattie Bradford by deed from P.J. Murphy, et al, of record in Book 809, page 18, Register's Office of Davidson County, Tennessee; thence with the westerly line of said Bradford property northwardly 160 feet, more or less, to the southerly margin of an alley; thence with said alley westwardly 88 feet to the easterly margin of North Ninth Street, as now located; thence with said Street southwardly 160 feet, more or less, to the beginning.

Being the same property conveyed to Commerce Union Bank by Substitute Trustee's Deed from W. Fred Williams, Substitute Trustee, of record in book 5714, page 942, Register's Office of Davidson County, Tennessee, the said Commerce Union Bank having since changed its name to Sovran Bank/Central South; Sovran Bank/Central South having since changed its name to Sovran Bank/Tennessee on January 2, 1991; Sovran Bank/Tennessee having since changed its name to NationsBank of Tennessee on January 2, 1992, NationsBank of Tennessee, having since changed its name to NationsBank of Tennessee, National Association of January 1, 1993; NationsBank of Tennessee, National Association having changed its name to Bank of America, National Association, on July 5, 1999.

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Rights of parties in possession.

2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, subdivision, building and zoning ordinances.

3. Defects, liens, encumbrances, adverse claims or other matters 1) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; 2) resulting in no loss or damage to the Grantee; or 3) attaching or created subsequent to the date hereof.

4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.

5. Any and all unrecorded leases, if any, and rights of parties therein.

6. Taxes and assessments for the year of closing and subsequent years.

7. All valid and enforceable covenants, liens, encumbrances, defects, easements and other matters as shown on the public record.

8. All matters and defects that would be disclosed by a personal inspection of the Property or by a current, accurate, physical survey of the Property.