This instrument prepared by:
Ruth Foran, an employee of
First American Title Insurance Company
501 Corporate Centre Drive, Suite 100
Franklin, Tennessee 37067-2659
(615) 771-9141

Davidson County DEEDWARR
Recvd: 04/15/04 12:43 4pgs
Fees:23.00 Taxes:129.50
20040415-0042528

File No.: **2038-443807**

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this **Seventh day of April, 2004**, by and between **First Union National Bank of Delaware**, parties of the first part, and **S.A.M. Properties, Inc.**, party of the second part,

WITNESSETH: This for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part had bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Nashville**, County of **Davidson**, State of **Tennessee**, to wit:

Lot 116, Plan of Sharpe and Crutcher's Addition to Northeast Nashville Subdivision, as shown on plat of record in Plat Book 57, Page 82, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said 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.

Being the same property conveyed to parties of the first part, herein shown in:
Book , Page No.: or Instrument No.: **20020306-0027956** in said Register's office.

This conveyance is made subject to:

(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 minereals 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 recroded 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 transer 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 physical inspection and survey of the Property.

Parcel ID # **082-03-0-493**

X Improved OR

Unimproved property located at: **1002 North 5th Street, Nashville, Tennessee 37206**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, 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 he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons "claiming by, through, or under him/her, but not further or otherwise."

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

WITNESS the signature of the party of the first part of the day and year first above written.

First Union National Bank of Delaware

By _____
Jeff Bymendera

State of NC

County of Wake



Before me, the undersigned, Notary Public of the State and County aforesaid, personally appeared Jeff Szymendera with whom I personally acquainted (or to me on the basis of satisfactory evidence) and who, upon oath, acknowledged _____ to be the Vice President of **First Union National Bank of Delaware**, the within named bargainer, a corporation, and that VP as such VP, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by _____ as such VP of **First Union National Bank of Delaware.**

Witness my hand and Notarial Seal at office this **Seventh day of April, 2004.**

Mae Harrington
Notary Public

My Commission Expires:

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

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Owner's Name: **S.A.M. Properties, Inc.**

and Address: **1002 North 5th Street**
Nashville, TN 37206

Mail tax bills to, (Person or Agency responsible for payment of taxes)
S.A.M. Properties, Inc.
_____
_____

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$35,000.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Blair Lynch
Affiant

Subscribed and sworn to before me this **Seventh day of April, 2004.**

Mandy R Baird
Notary Public

My Commission Expires: 7.29.07

MANDY R. BAIRD
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TN