Box 5

This instrument prepared by:
Fidelity Residential Solutions
3227 E. 31st Street, #106
Tulsa, OK 74105
402074 5490887
Sarah Myers

Davidson County DEEDWARR
Recvd: 10/14/04 08:27 4pgs
Fees:23.00 Taxes:259.00
20041014-0123670

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Larry Houston Hagar	SAME	65-05-17.00
(STREET ADDRESS OR ROUTE NUMBER) 214 Third Avenue N.	(STREET ADDRESS)	
Nashville, TN 37201-1604		

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, Wachovia Bank of Delaware, National Association, f/k/a First Union National Bank of Delaware a national banking association, organized and exisiting under the laws of the United States of America have this day bargained and sold, and do hereby transfer and convey unto the said Larry Houston Hagar *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson, Tennessee as follows:*

See Attached Exhibit "A".

STATE OF
COUNTY OF DAVIDSON *The actual consideration or value whichever is greater, for this transfer is $* 70,000.00.

Affiant _____

Subscribed and sworn to before me this 5th *day of* October, 2004

Notary Public _____

My Commission expires:

WAYNE THOMAS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. *(Affix Seal)*

My Commission Expires SEPT. 24, 2005

Reservation from and Exceptions to Conveyance and Warranty:

(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.

This is unimproved ( ), known as 4865 Shasta Drive, Old Hickory, TN 37138
improved xx

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees their (successors), heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons claiming by, through or under the grantor.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hand this 11th *day of* August, 2004, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Wachovia Bank of Delaware, National Association,
f/k/a First Union National Bank of Delaware

By: Shallina Hudson

Printed Name: Shallina Hudson
Assistant Vice President

Its: _____

(Corporate Seal)

STATE OF NC
COUNTY OF Wake

Before me, Mae Harrington, *a Notary Public of the State and County aforesaid, personally appeared* Shawna Hudson, *with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged* ~~her~~ *self to be* AVP *of the Wachovia Bank of Delaware, National Association, f/k/a First Union National Bank of Delaware, a national banking association, the within named bargainor, a association, and that* she *as such* AVP *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the association by* her *self as* AVP.

Witness my hand and official seal, at office in Wake County, North Carolina, *this* 11TH *day of* August, 2004.

Mae Harrington
Notary Public
My Commission Expires:

(This area for official notarial seal)

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

Exhibit "A"

LOT 426 ON THE PLAN OF SHERWOOD FOREST, SECTION 4, OF RECORD IN PLAT BOOK 4460, PAGE 182 AND 183, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

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 May 28, *200* 4 *IN BOOK* ** *AT PAGE*, *REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE*

**-AS INSTRUMENT NO. 20040528-0063342