Realty-07

Realty 484

STATE OF TENNESSEE )
COUNTY OF Williamson )

Map and Parcel No. 161-03-0-143

I hereby declare that the actual consideration for this transfer, or the true value of the property transferred, whichever is greater, is $108,000.00.

Address of New Owner:
Julie Haberer and Kraig Haberer
1105 Arbor Run Place
Brentwood, TN 37027

Send Tax Notices To:
Julie Haberer and Kraig Haberer
1105 Arbor Run Place
Brentwood, TN 37027

CATHERINE R. VASS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

AFFIANT

Sworn to and subscribed before me this 27th day of Sept., 2004.

NOTARY PUBLIC

My commission expires: 5/24/2008

## SPECIAL WARRANTY DEED

THIS INDENTURE, made on the 7th day of September, 2004, by and between the SECRETARY OF VETERANS AFFAIRS, an Officer of the United States of America, whose address is Department of Veterans Affairs, Washington, DC 20420, hereinafter referred to as Grantor, and JULIE HABERER and KRAIG HABERER, hereinafter referred to as Grantee; and whereas Grantor has, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, bargained and sold, and by these presents does transfer and convey unto Grantee, his heirs and assigns forever, all of its right, title and interest in the following described real estate, situated in Davidson County, Tennessee, to wit:

See legal description, Attachment "A" hereto, made a part hereof.

**This is improved property, known as 5060 N. Hilson Drive, Nashville, TN 37211.**

THIS CONVEYANCE IS SUBJECT TO all matters set out on the plat of record at Plat Book 5050, page 89, in the Register's Office for Davidson County, Tennessee; and to the 2004 Davidson County property taxes, which are not yet due or payable and are being prorated.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, his heirs and assigns forever; and we do covenant with the said GRANTEE with respect to that Warranty of Title set out in Attachment "B" hereto and made a part hereof. Additional reservations from and exceptions to this conveyance and the Warranty of Title are also set out in Attachment "B" hereto and made a part hereof. The subject real 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 the singular, and the use of any gender-specific pronoun shall be applicable to all genders.

IN WITNESS WHEREOF, the said SECRETARY OF VETERANS AFFAIRS, an Officer of the United States of America, has hereunto set its signature, on this, the 7th day of September, 2004.

**Pursuant to the provisions of 38 U.S.C. Section 1620(a)(6) the Secretary of Veterans Affairs does not seek to exercise exclusive jurisdiction over the within described property.**

Davidson County DEEDWARR
Recvd: 10/26/04 08:30 2pgs
Fees:13.00 Taxes:399.60
20041026-0128338

**SECRETARY OF VETERANS AFFAIRS, an Officer of the United States of America**

**By: OCWEN Federal Bank, FSB, Pursuant to a delegation of authority contained in 38 C.F.R. Section 36.4342(f)**

By: _____
Name: MICHAEL MORELAND
Title: Director

STATE OF FLORIDA )
COUNTY OF ORANGE )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Michael Moreland, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged such person to be VA LEO Director (or other such officer authorized to execute this instrument) of OCWEN FEDERAL BANK, FSB, a corporation, and that such _____, or other officer, as such He, executed the foregoing Special Warranty Deed for the purposes and considerations therein contained, by personally signing the name of the corporation as VA LEO Director, and further acknowledged OCWEN FEDERAL BANK, FSB, executed same on behalf of the SECRETARY OF VETERANS AFFAIRS, an Officer of the United States of America, the within-named bargainor, pursuant to a delegation of authority contained in 38C.F.R Section 36.4342(f), and that the execution of same was the free act and seed of said Secretary.

IN WITNESS WHEREOF, I have hereunto set hand and affixed my official seal of office, in the State of Florida on this, the 7th day of September, 2004.

My commission expires: _____

Deon Rameshwar Paul
My Commission DD323504
Expires May 26, 2008

NOTARY PUBLIC

Attachment "A": Legal Description.

All that certain property located in Davidson County, Tennessee, to-wit:

Lot Number 24 on the Plan of McMurray Park, of record in Plat Book 5050, page 89, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description thereof.

BEING THE SAME PROPERTY conveyed to the Secretary of Veterans Affairs, an Officer of the United States of America, by Substitute Trustee's Deed recorded February 5, 2004 as Instrument No. 20040205-0014067, in the Register's Office for Davidson County, Tennessee.

Attachment "B": Warranty of Title, Reservations and Exceptions.

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.

The following reservations from and exceptions to this conveyance and the Warranty of Title made herein shall apply.

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 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 portions(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 of 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 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 Instrument Prepared By:**
Michael B. Womelduff
RELS/Real Estate Loan Services of Tennessee, Inc.
1100 Kermit Drive, Suite 204
Nashville, TN 37217

**When Recorded Return To:**

RELS
1100 Kermit Drive, Suite 204
Nashville, TN 37217