Book

This instrument prepared by:
Fidelity Residential Solutions
3227 E. 31st Street, #106
Tulsa, OK 74105
407034 40353104
Sarah Myers

Davidson County DEEDWARR
Recvd: 11/16/04 11:29 4pgs
Fees:23.00 Taxes:358.90
20041116-0137415

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	*SEND TAX BILLS TO:*	*MAP PARCEL NUMBERS*
		150-07-385.00
Jeanne Spears & Jeffrey Spears	SAME	
(STREET ADDRESS OR ROUTE NUMBER)	*(STREET ADDRESS)*	
821 Fall Court, Antioch, TN 37013		

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, The Bank of New York As Indenture Trustee Under the Sale and Servicing Agreement Dated as of August 31, 1998 for The Money Store Trust 1998-C a Corporation organized and exisiting under the laws of the State of New York have this day bargained and sold, and do hereby transfer and convey unto the said Jeanne Spears and Jeffrey Spears *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 $* 97,000e

Affiant Jeff Spears

Subscribed and sworn to before me this the 20th *day of* October, 2004

Notary Public

My commission expires:

DAYNE 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 821 Fall Court, Antioch, TN 37013
improved (X)

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 8th *day of* October, 2004, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

The Bank of New York As Indenture Trustee Under the
Sale and Servicing Agreement Dated as of August 31, 1998
for The Money Store Trust 1998-C

By: Shallina Hudson

Printed Name: Shallina Hudson

Designated Signer

Its: _____

(Corporate Seal)

BANK OF NEW YORK CORPORATE SEAL

STATE OF NC
COUNTY OF Wake

Before me, Mae Harrington, *a Notary Public of the State and County aforesaid, personally appeared* Shalina Hudson, *with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged* _____ *self to be* Designated Signer *of the* The Bank of New York As Indenture Trustee Under the Sale and Servicing Agreement Dated as of August 31, 1998 for The Money Store Trust 1998-C, *a corporation, the within named bargainor, a corporation, and that* _____ *he as such* Designated Signer _____ *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* _____ *self as* Designated Signer.

Witness my hand and official seal, at office in _____, *this* 8th *day of* October, 2004.

Mae Harrington (This area for official notarial seal)
Notary Public
My Commission Expires:

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

Exhibit "A"

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 366 ON THE PLAN OF TOWNE VILLAGE OF THE COUNTRY, SECTION 4-B, OF RECORD IN PLAT BOOK 6250, PAGE 496, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

THIS BEING THE SAME PROPERTY CONVEYED TO THE BANK OF NEW YORK AS INDENTURE TRUSTEE UNDER THE SALE AND SERVICING AGREEMENT DATED AS OF AUGUST 31, 1998 FOR THE MONEY STORE TRUST 1998-C BY SUBSTITUTE TRUSTEE'S DEED FROM PRIORITY TRUSTEE SERVICES OF TN, LLC AS SUBSTITUTE-TRUSTEE, FILED FOR RECORD May 21, *200* 4 *~~IN BOOK~~* _____ *~~AT PAGE~~* _____, *REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.*

~~#~~ AS INSTRUMENT NO. 20040621-0073020