STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

I hereby declare that the actual consideration for this transfer, or the true value of the property transferred, whichever is greater, is $60,000.00.

AFFIANT

Sworn to and subscribed before me this 19 day of November, 2004.

NOTARY PUBLIC

My commission expires: 2-10-08

LARRY D. CRAIG NOTARY PUBLIC AT LARGE CHEATHAM COUNTY TENN. My Commission Expires FEB 10, 2008

Map and Parcel No. 43-15 264.00

Address of New Owner:
David L. Cook
809 FAWN LANE
MADISON, TN 37115
Send Tax Notices To:
COUNTRYWIDE HOME LOANS
4500 PARK GRANADA
CALABASAS, CA 91302-1613

# SPECIAL WARRANTY DEED

THIS INDENTURE, made on the 5 day of November, 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 DAVID L. COOK, 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 809 Fawn Lane, Madison, TN 37115.**

THIS CONVEYANCE IS SUBJECT TO all matters set out on the plat of record at Book 5050, page 83; in the Register's Office for Davidson County, Tennessee; to Restrictions of record in Book 5286, page 406, in said register's office; and to the 2004 Davidson County property taxes, and those of subsequent years, which are not yet due and payable.

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 5 day of November, 2004.

**Pursuant to provisions of 38 U.S.C. Section 3720(a)(6) the Secretary of Veterans Affairs does not seek to exercise exclusive jurisdiction over the within described property.**

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

By: _____

Name: **BARBARA J. DARLING**

Title: Senior Manager, VA REO

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

Davidson County DEEDWARR
Recvd: 11/24/04 08:25 2pgs
Fees:13.00 Taxes:222.00
20041124-0140717

STATE OF FLORIDA )
COUNTY OF ORANGE )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Barbara Darling, 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 REO 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 SHE, executed the foregoing Special Warranty Deed for the purposes and considerations therein contained, by personally signing the name of the corporation as VA REO 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 5 day of November, 2004.

My commission expires: _____

Mylene Decanay
My Commission DD323260
Expires May 25, 2008

NOTARY PUBLIC

Attachment "A": Legal Description.

Described property located in Davidson County, Tennessee, to-wit:

Lot Number 134 on the Plan of Arrowhead Estates, Section II, as of record in Book 5050, Page 83, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

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 December 29, 2003 as Instrument No. 20031229-0183240 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.

**Note: This instrument was prepared from information provided by the parties herein without benefit of title examination. No warranty or opinion of title is given by the preparer.**

**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:**
After Recording RETURN TO:
Closing & Title Services, Inc.
533 Rivergate Parkway
Goodlettsville, TN 37072-2027