Book

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 $140,000.00.

AFFIANT

Sworn to and subscribed before me this 31st day of December, 2004.

NOTARY PUBLIC

My commission expires:

My Commission Expires SEPT. 24, 2005

Map and Parcel No. 175-01-11.00

Address of New Owner:
Frantzy Cherubin and Dieldrine Cherubin
728 Ansley Court
Antioch, TN 37013

Send Tax Notices To:
Same

SPECIAL WARRANTY DEED

THIS INDENTURE, made on the 10th day of December, 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 FRANTZY CHERUBIN AND DIELDRINE CHERUBIN, 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 728 Ansley Court, Antioch, TN 37013 .

THIS CONVEYANCE IS SUBJECT TO all matters set out on the plat of record at Plat Book 9700, Page 912, in the Register's Office for Davidson County, Tennessee; TO Restrictions, Building Lines, and Easements of record in Plat Book 9651, Page 900, Plat Book 9980, Page 482, Plat Book 10301, Page 180, Plat Book 10353, Page 575, Plat Book 10640, Page 940, Plat Book 10717, Page 97, and Plat Book 11455, Page 769, in said register's office; and to the 2005 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 10th day of December, 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)

OCWEN FEDERAL BANK FSB SEAL

Davidson County DEEDWARR
Recvd: 01/18/05 09:06 2 pgs
Fees:13.00 Taxes:518.00
20050118-0005644

DEBRA GETZ
Notary Public - State of Florida
My Commission Expires Oct 12, 2008
Commission # DD 362186
Bonded By National Notary Assn.

STATE OF FLORIDA)
COUNTY OF ORANGE)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **BARBARA J. DARLING** Senior Manager, VA REO, 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 Senior Manager VAR (or other such officer authorized to execute this instrument) of OCWEN FEDERAL BANK, FSB, a corporation, and that such Senior Manager VAR, or other officer, as such Senior Manager VAR, executed the foregoing Special Warranty Deed for the purposes and considerations therein contained, by personally signing the name of the corporation as Senior Manager, 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 deed of said Secretary.

DEBRA GETZ
Notary Public - State of Florida
My Commission Expires Oct 12 2008
Commission # DD 362186
Bonded By National Notary Assn.

IN WITNESS WHEREOF, I have hereunto set hand and affixed my official seal of office in the State of Florida on this, the 10 day of December, 2004.

NOTARY PUBLIC

My commission expires:

Attachment "A": Legal Description.

The land referred to in this Policy is described as follows:

The following described real property situated in the County of Davidson, State of Tennessee:

Land in Davidson County, Tennessee, being Lot No. 84, on the Plan of Asheford Crossing, Section Four, of record in Book 9700, Page 912, Register's Office for said County, 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, Washington, D.C., by Substitute Trustee's Deed from Priority Trustee Services of TN, L.L.C., as Substitute Trustee, dated March 25, 2004, recorded April 6, 2004, of record in Instrument Number 20040406-0038933, 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