Davidson County DEEDWARR
Recvd: 01/21/05 08:46 2 pgs
Fees:13.00 Taxes:395.90

20050121-0007698

7252307

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 16th day of December, 2004, by and between **LaSalle Bank, N.A. f/k/a LaSalle National Bank as Trustee under the Pooling and Servicing Agreement dated 09/01/1998, Series 1998-3, by EMC Mortgage Corporation, as Attorney-in-Fact,** party of the first part, and **Nixon Molina,**
party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the party of the second part, the following described real estate, situated in the County of Henderson, State of Tennessee, to wit:

Lot 261, THE PLAN OF SECTION 15, PEPPERTREE FOREST Subdivision, as shown on plat of record in Plat Book 7900, Page 574, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Property known as: 5013 Trailwater Drive, Antioch, Tennessee, 37013

Parcel ID No.: 176-02-039.00

This being the same property conveyed to the party of the first part by Substitute Trustee's Deed of record in ~~Book~~ ** xxxx ~~Page~~ xxxx in the Register's Office of Davidson County, Tennessee.
**Instrument No.20041215-0148959
THIS PROPERTY IS BEING SOLD "AS IS", WHERE IS", NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.

TO HAVE AND TO HOLD The aforedescribed real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the party of the second part, its successors and assigns in fee simple forever.

The party of the first part does hereby covenant with the party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except the property is subject to the Restrictions, dedications, conditions, reservations, easements and other matters in Plat Book 7900, Page 574, and Plat Book 6900, Page 943, and Book 9036, Page 719, and By-Laws recorded in Book 8757, Page 623, and Articles of Incorporation recorded in Book 8757, Page 639, Easement recorded in Book 8085, Page 448 and 2005 Davidson County real estate property taxes, not yet due and payable; and that this is a Special Warranty Deed and is warranted by the Seller through and under it only; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party"as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its duly authorized officers as of the day and year first above written.

EMC MORTGAGE CORPORATION CORPORATE SEAL 1990 DELAWARE

LaSalle Bank, N.A. f/k/a LaSalle National Bank as Trustee under the Pooling and Servicing Agreement dated 09/01/1998, Series 1998-3

By EMC Mortgage Corp., as Attorney-in-Fact

Jeffrey W. Gideon
Assistant Vice President

STATE OF TEXAS)
COUNTY O F DALLAS)

Personally appeared before me, a Notary Public, Jeffrey W. Gideon with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purpose therein contained, and who further acknowledged that such person is the Asst Vice Pres. of EMC Mortgage Corp., as Attorney-in-Fact or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand an Official Seal this 16 day of December, 2004.

Linda Penney
NOTARY PUBLIC

My commission expires:

LINDA PENNEY
Notary Public, State of Texas
My Commission Expires 10-31-06

STATE OF Tennessee
COUNTY OF Davidson

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$107,000.00,** which amount is equal to or greater than the amount which property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this the 16th day of December, 2004.

NOTARY PUBLIC

LAURA SHOUN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My commission expires: 7-7-08

Property Address:
5013 Trailwater Drive
Antioch, TN 37013

New owner & mail tax bills to:
Nixon Molina
5013 Trailwater Dr.
Antioch, TN 37013

This instrument prepared by:
CRISLIP, PHILIP & ASSOCIATES
4515 Poplar Ave., Suite 322
Memphis, TN 38117
901-525-2427