Return To:
Buyers Title & Escrow, LLC
5210 Maryland Way, Suite 201
Brentwood, TN 37027

Prepared by:
Perrie & Cole, LLC
400 Northridge Road, #700
Atlanta, Georgia 30350
(404) 214-6500

REO #:500232Q
**Loan #:89757900**

Davidson County DEEDWARR
Recvd: 06/17/05 15:55 4 pg
Fees:23.00 Taxes:259.00

20050617-0069809

# SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged **Wells Fargo Bank Minnesota, N.A., as Trustee for Delta Funding Home Equity Loan Trust 1998-4** (Grantor"), has bargained and sold, and hereby transfers and conveys to **Michael Hofacker** (Grantees"), their successors, heirs and assigns, certain land in **Davidson County**, Tennessee, ("Property"), being more particularly described as follows:

SEE ATTACHED EXHIBIT A FOR FULL LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN.

The above description is the same as the previous deed of record, no boundary survey having been made at the time of this conveyance.

THIS CONVEYANCE IS MADE SUBJECT TO ANY AND ALL RESTRICTIONS, SETBACK LINES AND EASEMENTS OF RECORD IN THE REGISTER'S OFFICE FOR **Davidson COUNTY**, TENNESSEE

TO HAVE AND TO HOLD the property with all appurtenances, estate, title and interest thereto belonging to Grantees, their successors, heirs, and assigns forever.

This conveyance of the Property and all covenants and warranties contained herein, are made expressly subject to the following:

Subject to restrictions, setback lines and easements shown of record in the Register's Office for **Davidson County**, Tennessee.

Grantor covenants with Grantees that the Property is free from all encumbrances made by Grantor, except as may be set forth herein.

Grantor further covenants to warrant and forever defend title to the Property to Grantees, their successors, heirs, and assigns against the lawful claims of all persons claiming, by, through, or under Grantor, but not otherwise.

Grantor makes no representation or warranties of any kind or character expressed or implied as to the condition of the material and workmanship in the dwelling house located on said property. The Grantees have inspected and examined the property and are purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on their judgment.

Executed this the 2nd day of June, 2005.

Ocwen Federal Bank FSB CORPORATE SEAL

**Wells Fargo Bank Minnesota, N.A., as Trustee for Delta Funding Home Equity Loan Trust 1998-4, by attorney in fact, Ocwen Bank**

BY: ANDREW C. KUREK
ITS: Assistant Secretary

STATE OF Florida }
}SS.
COUNTY OF Orange }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Andrew C. Kurek, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself/herself to be the Assistant Secretary of By: OCWEN FEDERAL BANK FSB, It's Attorney In Fact, the within named bargain or, a corporation, and the he/she as such ~~Assistant Secretary~~, being authorized to do so, executed the within instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as ~~Assistant Secretary~~.

Witness my hand and official seal at office, in Orange County, Florida, this 2 day of June, 2005.

Mylene Dacanay
My Commission DD323260
Expires May 25, 2008

Notary Public

My Commission Expires: _____

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $70,900.00.

Affiant _____.

Subscribed and sworn to before me this 2ND day of June, 2005.

Notary Public

My Commission Expires: _____

DARRIS BILLINGSLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2008

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $ 70,900.00

Affiant

subscribed and sworn to before me this 6/2/05

Notary Public
My commission expires:

DARRIS BILLINGSLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2008

ADDRESS NEW OWNER

Michael A. Hofacker
927 Goodbar Drive
Nashville TN 37217

SEND TAX BILLS TO

NEW OWNER

MAP & PARCEL

107-13-0-100.00

# EXHIBIT "A"

Being Lot No. 46 on the Map of Miro Meadows, as of record in Book 1424, Page 94, Register's Office for Davidson County, Tennessee. Said Lot Number 46 fronts 70 feet on the West side of Goodbar Drive and runs back between parallel lines 175 feet to a dead line.

Being the same property conveyed to Wells Fargo Bank Minnesota, N.A. as Trustee for Delta Funding Home Equity Loan Trust 1998-4 from Barbara A. Mason by Trustee's Deed of record in Instrument No. 20041214-0148171, Registers Office for Davidson County, Tennessee dated 12/01/04; and being the same property conveyed to Barbara A. Mason from Scottie L. Williams and wife, Ruth Ann Williams and James D. Williams and wife, Elizabeth A. Williams by Warranty Deed of record in Book 8565, Page 369, Registers Office for Davidson County dated 2/28/92.

## Exhibit B to Special Warranty Deed

ADDENDUM TO SPECIAL WARRANTY DEED DATED 6/2/05 FROM:
Wells Fargo Bank Minnesota, N.A.; as Trustee for Delta Funding Home Equity Loan Trust 1998-4 to Michael Hofacker

SPECIAL PROVISIONS: WITHOUT LIMITING THE FOREGOING WARRANTY OF TITLE, GRANTOR MAKE NO WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OF THE PROPERTY HEREIN DESCRIBED OR THE IMPROVEMENTS LOCATED THEREON (IN ANY), INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. GRANTEE HAS CAREFULLY INSPECTED THE PREMISES (OR HAS BEEN AFFORDED A REASONABLE OPPORTUNITY TO DO SO) AND BY THE ACCEPTANCE OF THIS DEED, ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS AND IN ITS PRESENT CONDITION.

Ad valorem taxes having been prorated to the date hereof, Grantee assumes payment thereof.

The following reservations from and exceptions to this conveyance and the warranty made herein shall apply:

(1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion of the herein described property;

(2) All valid oil, gas and mineral rights, interest 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 of the herein described 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 thereof;

(5) Ad valorem taxes, fees and assessments, if any, for the current year and subsequent years, the payment of which Grantee assumes at the time of transfer of title; and subsequent assessments or reassessments for this and prior years all of which Grantee assumes and agrees to pay; and

(6) Any condition that would be revealed by a physical inspection and survey of the herein described property.

In witness whereof and in acceptance of this Deed subject to the foregoing provision, the Grantee has set his/her hand(s) and seal(s) this 2nd day of June, 2005.

(SEAL)
Michael Hofacker

Notary Public

LYNN GRAY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 24, 2007