Davidson County DEEDWARR
Recvd: 06/23/05 15:21 4 pg
Fees:23.00 Taxes:584.60

20050623-0072498

This instrument prepared by:
Fidelity Residential Solutions
3227 E. 31st Street, #106
Tulsa, OK 74105
433161 320420128
Sarah Fiegenbaum

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	*SEND TAX BILLS TO:*	*MAP PARCEL NUMBERS* *183-05-0-A-138.00*
Anthony Gillion and Jennifer C. Schmitz	Countrywide Home Loans, Inc.	
(STREET ADDRESS OR ROUTE NUMBER)	*(STREET ADDRESS)*	
4105 October Woods Drive Antioch, TN 37013	3001 Armory Drive, Ste. 120 Nashville, TN 37204	

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, Wells Fargo Bank, NA as Trustee a National Banking Association organized and exisiting under the laws of the United States of America have this day bargained and sold, and do hereby transfer and convey unto the said Anthony Gillion and Jennifer C. Schmitz

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson, Tennessee as follows:

See Attached Exhibit "A".

STATE OF Tennessee
COUNTY OF Rutherford *The actual consideration or value whichever is greater, for this transfer is* $158,000.00

Affiant Theresa D. Day

Subscribed and sworn to before me this the 15th *day of* June, 2005

My commission expires: 8/16/08 *(Affix Seal)*

Notary Public Tonja Cox

TONJA COX
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

MY COMMISSION EXPIRES:
8-16-08

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 4105 October Woods Drive, Antioch, TN 37013
improved ( )

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 15 *day of* June, 2005, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Wells Fargo Bank, NA as Trustee
By: Homeq Servicing Corporation, its attorney in fact

By: _____

Printed Name: JEFF SZYMENDERA

Its: VICE PRESIDENT

(Corporate Seal)

STATE OF NC
COUNTY OF Wake

Before me, Mae Harrington, *a Notary Public of the State and County aforesaid, personally appeared* Jeff Szymendera, *with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged* his *self to be* VP *of Homeq Servicing Corporation as attorney in fact for Wells Fargo Bank, NA as Trustee, a national banking association, the within named bargainor, an Association, and that* he *as such* _____ *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the association by* _____ *self as* _____.

Witness my hand and official seal, at office in Raleigh, NC, *this* 15 *day of* June, 2005.

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

File No.: F-2969

EXHIBIT A

Being Lot No. 400 on the Plat of Revision One, Phase Two, Section Four, October Woods, of record in Plat Book 7900, Page 909, and amended in Book 9700, Pages 437 and 438, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to mortgage Electronic Registration Systems, Inc. by Substitute Trustee's Deed dated February 10, 2005, of record in Instrument No. 20050304-0024086, Register's Office for Davidson County, Tennessee. Said property further conveyed to Wells Fargo Bank, NA, as Trustee by Quit Claim Deed of record at Instrument X, Register's Office for said county.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, and all items set out on any applicable plat of record.

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