Book 5

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 $108,875.00

AFFIANT
Sworn to and subscribed before me this 23 day of JUNE, 2006.

NOTARY PUBLIC My commission expires: 4-7-08

Map and Parcel No. 162-10-230.00

Address of New Owner:
Joshua J. Kretzu and Cassidy C. Kretzu
5428 ASHLAWN DRIVE
NASHVILLE, TN 37211
Send Tax Notices To:
SAME AS ABOVE

NOTARY PUBLIC AT LARGE MICHAEL MORELAND DUFFY

## SPECIAL WARRANTY DEED

THIS INDENTURE, made on the 7th day of June, 2006, 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 JOSHUA J. KRETZU AND CASSIDY C. KRETZU, 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, their 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 5428 Ashlawn Drive, NASHVILLE, Tennessee 37211.**

THIS CONVEYANCE IS SUBJECT TO all matters shown of record in Book 6900, Page 373, in the Register's Office of Davidson County, Tennessee; and to the 2006 Davidson County property taxes not yet due and payable, and those of subsequent years.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, their 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 7th day of June, 2006.

**Pursuant to the 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.**

OCWEN LOAN SERVICING, LLC CORPORATE SEAL

**SECRETARY OF VETERANS AFFAIRS, an Officer of the United States of America**
By: _____
Name: **MICHAEL MORELAND**
Title: **Director, VA REO**
**By: OCWEN Loan Servicing, LLC, Pursuant to a delegation of authority contained in 38 C.F.R. Section 36.4342(f)**

Davidson County DEEDWARR
Recvd: 06/28/06 08:31 2 pgs
Fees:13.00 Taxes:402.84
20060628-0076987

STATE OF FLORIDA )
COUNTY OF ORANGE )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Michael Moreland, 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 Director-VA REO (or other such officer authorized to execute this instrument) of OCWEN LOAN SERVICING,LLC, a corporation, and that such Director-VA REO, or other officer, as such DIRECTOR VA REO, executed the foregoing Special Warranty Deed for the purposes and considerations therein contained, by personally signing the name of the corporation as DIRECTOR VA REO, and further acknowledged OCWEN LOAN SERVICING, LLC, 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 7th day of June, 2006.

My commission expires: _____

NOTARY PUBLIC Jewett Simpson
NOTARY PUBLIC-STATE OF FLORIDA
Jewett Simpson
Commission # DD454732
Expires: JULY 25, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Attachment "A": Legal Description.

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

Land in Davidson County, Tennessee, being Lot No. 125 on the Plan of Hickory View, Section Four, of record in Book 6900, page 373, 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 the Secretary of Veterans Affairs, an Officer of the United States of America, by Successor Trustee's Deed from Michael J. Philbin, as Successor Trustee, dated July 26, 2005, recorded July 27, 2005 of record in Instrument Number 200507270087569, 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 to title examination. No warranty or opinion of title is given by preparer.**

**This Instrument Prepared By:**
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