Davidson County DEEDWARR
Recvd: 07/10/06 11:03 3 pgs
Fees:17.00 Taxes:351.50
20060710-0082327

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO:

SERVICE LINK
4000 INDUSTRIAL BLVD
ALIQUIPPA, PA 15001

1142680

DEED OF TRUST

DOCUMENT TITLE

After recording, please return to:
Service Link
4000Industrial Blvd
Aliquippa, PA 15001
(Seller loan No. **18094409**)

SPECIAL
WARRANTY DEED

THIS INDENTURE, made and entered into this 27th day of June, **2006** by and between the **THE BANK OF NEW YORK, AS TRUSTEE, BY AND THROUGH COUNTRYWIDE HOME LOANS, ITS ATTORNEY-IN-FACT,** party of the first part, and **JOSHUA D. SETTLES,** unmarried, 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 considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of **Davidson,** Tennessee:

Being Lot 52 on the Plan of Dr. V. S. Lindsey's Addition to Edgefield East Nashville of record in Plat Book 57, Page 25, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to party of the first part by Deed of record in **Instrument No. 20060301-0023638** in the Register's Office of **Davidson** County, Tennessee.
The maximum principal amount is $95,000.00

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

And the said party of the first part does hereby covenant with the said part of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he has a good right to sell and convey the same; that the same is unencumbered, except for all subdivision restrictions, building lines, easements and other matters of record in the Register's Office of **Davidson** County, Tennessee; current year property taxes; and matters that would be revealed by a current survey;

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons ***claiming by, through or under party of the first part, but not further or otherwise.***

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.

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

WITNESS the signature of the said party of the first part the day and year first above written.

The Bank of New York, as Trustee
By: Countrywide Home Loans as Attorney-in-fact
Servicing LP
By: _____
Printed Name: Kelly McFarland
Title: Assistant Vice President of Countrywide GP Inc.
General Partner

STATE OF California
COUNTY OF Ventura

Before me, the undersigned Notary Public of the aforesaid County and State, personally appeared Kelly McFarland, (or proved to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the Assistant Vice President of **Countrywide Home Loans**, which executed the foregoing as attorney-in-fact on behalf of **The Bank of New York, as Trustee** the within named bargainor, and that he/she executed the foregoing instrument for the purposes therein contained as the free act and deed of **The Bank of New York, as Trustee.**

WITNESS my hand, at office, this 27th day of June, **2006.**

Notary Public Tania Arias

Commission Expiration: 09/22/06

TANIA ARIAS
Commission # 1376085
Notary Public - California
Ventura County
My Comm. Expires Sep 22, 2006

Prepared By:
Griffin, Clift, Everton & Thornton, PLLC
6489 Quail Hollow Suite 100
Memphis, Tn 38120
FF14760

Property Address:
709 Stockell St.
Nashville, Tennessee 37207

Tax Parcel ID Number: **82.07-300**

Property Owner & Property Address/
Mail Tax Bills To:
Joshua D. Settles
709 Stockell St.
Nashville, Tennessee 37207

State of California
County of Ventura

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 **$95,000.00,** which amount is equal to or greater than the property transferred would command at a fair and voluntary sale.

Affiant Kelly McFarland

Subscribed and sworn before me this 27th day of June, **2006.**

Notary Public Tania Arias
Commission Expiration: 09/22/06

TANIA ARIAS
Commission # 1376085
Notary Public - California
Ventura County
My Comm. Expires Sep 22, 2006

This deed is prepared with information provided by the party of the first part without the benefit of a title search or opinion of title pursuant to the parties' request.

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