This Instrument Prepared By:
LandCastle Title, LLC
810 Crescent Centre Drive, Suite 280
Franklin, TN 37067
File Number: NSR-060700833A

Davidson County DEEDWARR
Recvd: 08/09/06 12:49 4 pgs
Fees:23.00 Taxes:371.85
20060809-0097985

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILL TO:	MAP/PARCEL NUMBERS:
Gerald Parrish and Claudette McPeters	Gerald Parrish and Claudette McPeters	162-03-397.00
(Name)	(Name)	
4977 Algonquin Trail	4977 Algonquin Trail	
(Address)	(Address)	
Antioch, TN 37013	Antioch, TN 37013	
(City) (State) (Zip)	(City) (State) (Zip)	

FOR AND IN CONSIDERATION of the sum of Ten Dollars and no/100 ($10.00), cash in hand paid by the Grantees and other good and valuable consideration accepted as cash, the receipt and sufficiency of which is hereby acknowledged, Indymac Bank, F.S.B., Grantor, has this day bargained and sold, and does hereby transfer and convey unto Gerald Parrish and Claudette McPeters, the Grantees herein, their successors, heirs and assigns, that certain unimproved real estate located at 4977 Algonquin Trail, Antioch, TN, 37013, in Davidson County, Tennessee, described in Exhibit A attached hereto.

TO HAVE AND TO HOLD said real estate, with the appurtenances, 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 in Exhibit B attached hereto.

We further covenant and bind ourselves, our successors 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 Grantor, by no others.

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 as of the 12th day of July, 06, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers as of said day and date.

Indymac Bank, F.S.B.

By: _____

Its: Kenneth E. Jancarz, FVP

State of Michigan
County of Kalamazoo

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared , with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/her self to be the First Vice President of Indymac Bank, F.S.B., a Corporation, the within named bargainor and that he/she, acting in such capacity, and authorized so to do, executed the foregoing instrument in behalf of said corporation for the purposes therein contained.

Witness my hand and official seal, at office in Kalamazoo, this 7-12-06.

_____
Notary Public
My Commission Expires: _____

KAREN L LUHTALA
Notary Public - Michigan
Kalamazoo County
My Commission Expires Aug 11, 2006

State of MI
County of Kalamazoo

The actual consideration or value, whichever is greater, for this transfer is $100,500.00.

Affiant

Cary Sternberg, AVP

Subscribed and sworn to before me this 7-12-06

Notary Public

My Commission Expires: _____

KAREN L LUHTALA
Notary Public - Michigan
Kalamazoo County
My Commission Expires Aug 1, 2006

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 69, Haywood Hills, Section 5, as shown on plan of record in Plat Book 4675, pages 143 and 144, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

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

Source of Title
20060213-0017046

SPECIAL WARRANTY DEED

EXHIBIT "B"

"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 exception 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 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 te 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.