Record 2nd

Davidson County DEEDWARR
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Fees:23.00 Taxes:369.63

20061106-0138022

Prepared By and Return to:
LandCastle Title, LLC
810 Crescent Centre Drive, Suite 280
Franklin, TN 37067
File Number: NSR-061001654S

## SPECIAL WARRANTY DEED

| | | MAP/PARCEL NUMBERS: |
|---|---|---|
| | | 53-12-101.00 |
| ADDRESS NEW OWNER(S) AS FOLLOWS:<br>Robert W. Milner and Leslie N. Milner | SEND TAX BILL TO:<br>Mandalay Mortgage, LLC | |
| (Name)<br>2806 Elliott Drive | (Name)<br>2600 Oxnard Street, Suite 1800 | |
| (Address)<br>Old Hickory, TN. 37138 | (Address)<br>Woodland Hills, CA 91367 | |
| (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, Mortgage Guaranty Insurance Corporation
, Grantor, has this day bargained and sold, and does hereby transfer and convey unto Robert W. Milner and Leslie N. Milner, the Grantees herein, their successors, heirs and assigns, that certain

improved X unimproved real estate located at 2806 Elliott Drive, Old Hickory, TN, 37138, 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 October 16, 2006 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers as of said day and date.

Mortgage Guaranty Insurance

BY: _____
Name: THOMAS A. DREW
Its: VICE PRESIDENT

State of WISCONSIN
County of MILWAUKEE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas A. Drew 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 VICE PRESIDENT of Mortgage Guaranty Insurance Corporation, 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 WISCONSIN, this OCTOBER 16, 2006.

Notary Public
My Commission Expires: 9-12-2010

State of WISCONSIN
County of MILWAUKEE

The actual consideration or value, whichever is greater, for this transfer is $ 99,900.00

Affiant THOMAS A. DREW, VICE PRESIDENT

Subscribed and sworn to before me this OCTOBER 16, 2006

Notary Public

My Commission Expires: 9-12-2010

## 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.

EXHIBIT "A"

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE CORNER LOT ON ELLIOTT AVENUE AND 30TH STREET, BEING THE EAST 55.75 FEET OF LOTS NOS. 21 AND 22 OF BLOCK 5 ON THE PLAN OF DABBS & ELLIOTT SUBDIVISION AT OLD HICKORY OF RECORD IN BOOK 547, PAGE 97, SAID REGISTER'S OFFICE.

SAID PARTS OF SAID LOTS FRONTS 55.75 ON THE WESTERLY SIDE OF ELLIOTT AVENUE AND RUNS BACK BETWEEN PARALLEL LINES ALONG THE WESTERLY MARGIN OF 30TH STREET, 100 FEET TO THE EASTERLY LINE OF LOT NO. 20.

BEING THE SAME PROPERTY CONVEYED TO SUSAN EVANS, MARRIED BY WARRANTY DEED FROM ERNESTINE H. THOMAS, EXECUTRIX OF THE ESTATE OF ETHEL HIGHTOWER, RECORDED ON THE 18TH DAY OF SEPTEMBER, 2000 IN INSTRUMENT NO. 20000918-0092419, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. ALSO BEING THE SAME PROPERTY CONVEYED TO JPMORGAN CHASE BANK, AS TRUSTEE BY SUBSTITUTE TRUSTEE'S DEED RECORDED JUNE 6, 2006 AT INSTRUMENT NO. 20060606-0066493, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

S.O.T. Warranty Deed, Inst # 200611060138021, Davidson County Register Office.