Record 160

Return to:

LandCastle Title, LLC
810 Crescent Centre Drive
Suite 280
Franklin, Tennessee 37067

Davidson County DEEDWARR
Recvd: 11/27/06 08:46 4 pgs
Fees:23.00 Taxes:555.00

20061127-0145555

Prepared By ~~and Return to~~:
MorrisHardwickSchneider, LLC
2401 Lake Park Drive, Suite 150
Smyrna, GA 30080
File Number: NSR-061001734A

SPECIAL WARRANTY DEED

		MAP/PARCEL NUMBERS:
		136-10-75.00
ADDRESS NEW OWNER(S) AS FOLLOWS: Marco Prase and Andrea Prase	SEND TAX BILL TO: FLAGSTAR BANK, FSB XMarco Prase and Andrea Prase	
(Name) 317 Clearlake Drive West	(Name) 5151 CORPORATE DRIVE	
(Address) Nashville, TN 37217	TROY, MI (Address) 48098	
(City) (State) (Zip)	(City) (State) (Zip) ATTN: MAIL STOP W-530-3	

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, JPMorgan Chase Bank, as Trustee
BY: Residential Funding Corporation, as Attorney-in-Fact, Grantor, has this day bargained and sold, and does hereby transfer and convey unto Marco Prase and Andrea Prase, the Grantees herein, their successors, heirs and assigns, that certain

X improved unimproved real estate located at 317 Clearlake Drive West, Nashville, TN, 37217, 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 10-30-06, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers as of said day and date.

JPMorgan Chase Bank, as Trustee
BY: Residential Funding Corporation, as
Attorney-in-Fact

BY: _____
Name: Sharmel Dawson-Iyau
Its: VP

State of CA
County of San Diego

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 VP of JPMorgan Chase Bank, as BY: Residential Funding Corporation, as Attorney-in-Fact, 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 CA, this 10-30-06

RENAYNE J. ASUNCION
Commission # 1577600
Notary Public - California
San Diego County
My Comm. Expires May 9, 2009

_____
Notary Public
My ~~Commission~~ Expires: 5-9-09

State of CA
County of San Diego

The actual consideration or value, whichever is greater, for this transfer is $ 150,000.00

Tara Victoria
Affiant

Subscribed and sworn to before me this 10-30-06.

RENAYNE J. ASUNCION
Commission # 1577600
Notary Public - California
San Diego County
My Comm. Expires May 9, 2009

_____
Notary Public
My Commission Expires: 5-9-09

EXHIBIT A

Land in Davidson County, Tennessee, being Lot 441, PLAN OF PRIEST LAKE PARK, SECTION 7A, as shown on plat of record in Plat Book 5200, Pages 107, 108 and 109, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property. Being the same property conveyed to JPMorgan Chase Bank, as Trustee by Substitute Trustee's Deed from Priority Trustee Services of TN, L.L.C., as Substitute Trustee, recorded on the 20th day of April, 2006 in Instrument No. 20060420-0045407; Warranty Deed to Leo O. Reed, and wife Clara D. Reed from James C. McCoy, and wife Leigh Ann McCoy, recorded on the 29th day of July, 2003 in Instrument No. 20030729-0106853, in the Register's Office of Davidson County, Tennessee.

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.