REO# 46406-0069224459-DS

Davidson County DEEDWARR
Recvd: 01/02/07 13:29 4 pgs
Fees:23.00 Taxes:292.30



20070102-0000502

Prepared By and Return to:
LandCastle Title, LLC
810 Crescent Centre Drive, Suite 280
Franklin, TN 37067
File Number: NSR-060801109A

# SPECIAL WARRANTY DEED

| | | MAP/PARCEL NUMBERS: 72-11-59 |
|---|---|---|
| ADDRESS NEW OWNER(S) AS FOLLOWS: Tamara Jacobs | SEND TAX BILL TO: Tamara Jacobs | |
| (Name) 2916 Murray Circle | (Name) 2916 Murray Circle | |
| (Address) Nashville, TN 37216 | (Address) Nashville, TN 37216 | |
| (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, Ameriquest Funding II REO Subsidiary, LLC., Grantor, has this day bargained and sold, and does hereby transfer and convey unto Tamara Jacobs, the Grantees herein, their successors, heirs and assigns, that certain

X improved unimproved real estate located at 2916 Murray Circle, Nashville, TN, 37216, 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 12-13-06, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers as of said day and date.

REO# 46406-0069224459-DS

Ameriquest Funding II REO Subsidiary, LLC.

BY: _____
Name: Aileen Cabalu, Vice President
Its: _____

State of California
County of Orange

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Aileen Cabalu, 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 Ameriquest Funding II REO Subsidiary, LLC., 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 Orange, CA, this December 13, 2006.

DIANE STEVENS
Commission # 1413336
Notary Public - California
Orange County
My Comm. Expires Apr 24, 2007

_____
Notary Public Diane Stevens
My Commission Expires: _____

State of Tennessee
County of Williamson

The actual consideration or value, whichever is greater, for this transfer is $ 79,000.00

Tara L. John
Affiant

Subscribed and sworn to before me this 12-13-06

_____
Notary Public
My Commission Expires: 5/22/2010

ALLISON H. KEENER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON

REO# 46406-0069224459-DS

EXHIBIT "A"

Lot 46, GLENMEADE Subdivision, as shown on plat of record in Plat Book 974, Page 32, 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 Ameriquest Funding II REO Subsidiary LLC by Successor Trustee's Deed from Gordon D. Foster, Successor Trustee, recorded on the 7th day of August, 2006 in Instrument No. 20060807-0096873, in the Register's Office of Davidson County, Tennessee.

REO# 46406-0069224459-DS

# 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.