Davidson County DEEDWARR
Recvd: 06/26/07 08:26 4 pgs
Fees:23.00 Taxes:199.43

20070626-0075955

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

SPECIAL WARRANTY DEED

		MAP/PARCEL NUMBERS:
		044-11-0-084.00
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILL TO:	
Kenneth Green	Kenneth Green	
(Name)	(Name)	
1023 Buddleia Cn	Same	
(Address)	(Address)	
Franklin, TN 37067	Same	
(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, Deutsche Bank National Trust Company as Trustee under the Pooling and Servicing Agreement Series 2004-B, Grantor, has this day bargained and sold, and does hereby transfer and convey unto Kenneth Green, the Grantees herein, their successors, heirs and assigns, that certain

X improved unimproved real estate located at 404 Hadley Avenue, 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 May 24th, 2007, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers as of said day and date.

Deutsche Bank National Trust Company as Trustee under the Pooling and Servicing Agreement Series 2004-B, By: IndyMac Bank, F.S.B., as its Attorney in Fact

BY:_____

ITS: REO
Cary B. Sternberg
Vice President

State of Texas
County of Williamson

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cary B. Sternberg, 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 V.P. (Title of person signing) of IndyMac Bank FSB (Name of Company), 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 May 29th, this 2007.

STEFANIE SHENG
Notary Public
STATE OF TEXAS
My Comm Exp Apr 11, 2011

Stefanie Sheng
Notary Public
My Commission Expires: 4-11-2011

State of TN
County of Williamson

The actual consideration or value, whichever is greater, for this transfer is $53,900

Affiant

Subscribed and sworn to before me this May 29th, 2007

Notary Public

My Commission Expires: 9/16/09

KEVANA M. WILSON
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot 180, PLAN OF THE VILLAGE OF OLD HICKORY, SECTION A, as shown on plat of record in Plat Book 1424, Page 68, 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 by Trustee's Deed from Aaron Squyres as Successor Trustee and Christopher S. Gray as Co-Trustee to Deutsche Bank National Trust Company as Trustee under the pooling and Servicing Agreement Series 2004-B as recorded on the 7th day of February, 2007 in Instrument No. 20070207-0016316; Quitclaim Deed from Kirk Patrick Carroll, unmarried, Paul Wayne Carroll, II, unmarried, Charles Bailey Carroll, unmarried and Audrey Lynn Nodurft f/k/a Lynn Carroll, unmarried, all as joint tenants with right of survivorship to Kirk Patrick Carroll, an unmarried man as recorded on the 2nd day of September, 2004 in Instrument No. 20040902-0106206; Quitclaim Deed from Nina R
uth Wright McElroy, unmarried, Dorothy Mai Wright Webster, unmarried, Dannie R. Heavener, a married man, Jay Heavener, a married man, and Carl F. Beal III, unmarried to Kirk Patrick Carroll, unmarried, Paul Wayne Carroll II, unmarried, Charles Bailey Carroll, unmarried, and Audrey Lynn Carroll, unmarried, all as joint tenants with right of survivorship as recorded on the 10th day of March, 1999 in Book 11378, Page 33 and Warranty Deed from C. O. Webster, unmarried to Bailey M. McClanahan and wife, Media B. McClanahan as recorded on the 29th day of August, 1979 in Book 5490, Page 314, 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.