Davidson County DEEDWARR
Recvd: 10/08/07 12:07 5 pgs
Fees:22.00 Taxes:0.00

20071008-0119673

RE-RECORD

Davidson County DEEDWARR
Recvd: 08/24/07 15:52 4 pgs
Fees:23.00 Taxes:214.97
[redacted]

20070824-0101936

This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37130
File Number 07-000180

This instrument is being re-recorded to complete the date of the instrument and identify the property as being improved. Please see re-execution and acknowledgement and of the Grantor attached

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) Misty Meadows Properties, LLC	(Name) Misty Meadows Properties, LLC	09101008400
(Address) 4117 Hillsboro Pike #103-177	(Address) 4117 Hillsboro Pike #103-177	
(City) (State) (Zip) Nashville TN 37215	(City) (State) (Zip) Nashville TN 37215	

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, EquiCredit Corporation of America, Grantor, has this day bargained and sold, and does hereby transfer and convey unto Misty Meadows Properties, LLC, Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # 09101008400

☑ Improved OR

☐ Unimproved property located at: 746 23rd Street, Nashville, TN 37209 in Davisdon, Tennessee, described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the Grantee(s) 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 title to said real estate to said Grantee(s), 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 8/24/2007, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

EquiCredit Corporation of America, by Select Portfolio Servicing, Inc., f/k/a Fairbanks Capital Corp., its Attorney in Fact

By: _____
Name: PATRICK PITTMAN, DOC. CONTROL OFFICER
Title: _____

SELECT PORTFOLIO SERVICING, INC Corporate 1989 SEAL UTAH

State of UTAH
County of SALT LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared PATRICK PITTMAN, DOC. CONTROL OFFICER (Name of Person signing), 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 DOC - Control officer (Title of Person signing) of Select Portfolio Servicing Inc. (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 instruction on behalf of said Corporation for the purposes therein contained.

Witness my hand and official seal, at office located in Salt Lake City this August 14, 2007

NOTARY PUBLIC
DEBRA REILLY
3815 So. West Temple
Salt Lake City, Utah 84115
My Commission Expires
January 24, 2010
STATE OF UTAH

Notary Public
My Commission Expires: _____

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is $58,100.00

Affiant

Subscribed and sworn before me this 24th day of Aug, 2007

ROBERT JOHN NOTESTINE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public
My Commission Expires: MY COMMISSION EXPIRES. September 19, 2009

This instrument being re-executed and
acknowledged by:

EquiCredit Corporation of America, by Select Portfolio Servicing, Inc., f/k/a Fairbanks Capital Corp., its Attorney in Fact

By: _____
Name: CHERYL E. KRUEGER, DOC. CONTROL OFFICER
Title: _____

State of UTAH
County of SALT LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cheryl E. Krueger (Name of Person signing), 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 Doc. control officer (Title of Person signing) of Select Portfolio Servicing Inc. (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 instruction on behalf of said Corporation for the purposes therein contained.

Witness my hand and official seal, at office located in Salt Lake City this 04.1.2009.

NOTARY PUBLIC
DEBRA REILLY
3815 So. West Temple
Salt Lake City, Utah 84115
My Commission Expires
January 24, 2010
STATE OF UTAH

Notary Public
My Commission Expires: _____

State of Tennessee
County of Rutherford

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

Affiant

Subscribed and sworn before me this 10/11/2007.

Notary Public
My Commission Expires: _____

My commission expires November 30, 2009

GINNY MICHELIZZI
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot 1, PLAN OF ROCKMONT SUBDIVISION, as shown on plat of record in Plat Book 4300, Page 71, 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 EquiCredit Corporation of America by Substitute Trustee's Deed from Mantenn, LLC in its capacity as Substitute Trustee recorded on the 9th day of July, 2007 in Instrument No. 20070709-0081199, in the Register's Office of Davidson County, Tennessee.

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 referred to as "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 the current year and all prior subsequent years, the payment which Grantor assumes (as 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;
6. Any conditions that would be revealed by a physical inspection and survey of the Property; and
7. Easements, restrictions, reservations, conditions, agreements and any and all other matters as shown of record.