Davidson County DEEDWARR
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Fees:23.00 Taxes:96.20
20080213-0014254

This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37130
File Number 07-000271

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) Swartz & Brough, Inc.	(Name) Swartz & Brough, Inc.	069.12-0-003.00
(Address) 2600 Via Fortuna #360	(Address) 2600 Via Fortuna #360	
(City) (State) (Zip) Austin, TX 78746	(City) (State) (Zip) Austin, TX 78746	

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, **The Bank of New York, as Trustee for the Holders of the EQCC Asset Backed Certificates Series 2001-1F**, Grantor, has this day bargained and sold, and does hereby transfer and convey unto **Swartz & Brough, Inc.**, Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID #

☑ Improved OR

☐ Unimproved property located at: **3815 Ashland City Highway, Nashville, TN 37218** in Davidson, 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 1/14/2008, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

The Bank of New York, as Trustee for the Holders of the EQCC Asset Backed Certificates Series 2001-1F, by Select Portfolio Servicing, Inc., f/k/a Fairbanks Capital Corp., its Attorney in Fact

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

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 CHERYL E. KRUEGER, DOC. CONTRCL 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), as Attorney in Fact for The Bank of New York, as Trustee for the Holders of the EQCC Asset Backed Certificates Series 2001-1F, the within named bargainor and that he/she, acting in such capacity and authorized so to do, executed the foregoing instrument on behalf of said Corporation for the purposes therein contained.

Witness my hand and official seal, at office located in SALT LAKE, UT this JAN. 14, 2008.

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
April 15, 2008
JULEE METTERS
5960 South Wahlquist Lane
Murray, Utah 84123

_____
Notary Public JULEE METTERS
My Commission Expires: APRIL 15, 2008

State of Tennessee
County of Rutherford

The actual consideration or value, whichever is greater, for this transfer is $26,000.00

_____
Affiant

Subscribed and sworn before me this 1/14/2008.

GINNY MICHELIZZI STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

_____
Notary Public
My Commission Expires: _____

My commission expires November 30, 2009

EXHIBIT "A"

That certain tract or parcel of land lying and being in the 13th, formerly the 23rd Civil District of Davidson County, Tennessee described partly according to a survey made by Lewis D. Justice, surveyor, October 19, 1951 as follows:

Beginning at a point on the Northerly margin of Ashland City Pike, 136.5 feet Easterly from the intersection of the Northerly margin of said pike and the Eastern boundary line of the proper conveyed to Willie McCall and wife by deed from Noah W. Cooper of record in Book 834 at Page 284, Register's Office for said County; thence with the Northerly margin of said pike South 81 degrees 30 minutes East 45.5 feet to a point; thence Northeastwardly 220 feet, more or less, to a point on the Southern boundary line of the property conveyed to Walkup; thence with the Southern boundary line of the said Walkup property North 71 degrees 10 minutes Wes 4r5.5 feet to a point 136.5f feet Easterly from the Northeast corner of said Willie McCall property; thence Southwestwardly 225 feet, more or less, to the beginning.

This being the same property conveyed by Substitute Trustee's Deed from Mantenn, LLC to The Bank of New York, as Trustee for the Holders of the EQCC Asset Backed Certificates Series 2001-F filed for record November 7, 2007 in Instrument No. 20071107-0131439, Davidson County, Tennessee records.

Tax Parcel No. **069.12-0-003.00**

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.