Davidson County DEEDWARR
Recvd: 04/04/08 10:28 4 pgs
Fees:23.00 Taxes:294.15
20080404-0034247

This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37130
File Number 08-000375

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) **Robert D. Wilroy and Betty Wilroy**	(Name) Robert D. Wilroy and Betty Wilroy	**086.10-0-052.00**
(Address) **3549 Albee Drive**	(Address) ~~3549 Albee Drive~~ 38 Amanda Drive	
(City) (State) (Zip) **Hermitage TN 37076**	(City) (State) (Zip) ~~Hermitage TN 37076~~ Batesville AR. 72501	

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, **U.S. Bank National Association, as Trustee on behalf of the Holders of the Home Equity Asset Trust 2005-4 Home Equity Pass Through Certificates Series 2005-4,** Grantor, has this day bargained and sold, and does hereby transfer and convey unto **Robert D. Wilroy and Betty Wilroy*,** Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # **086.10-0-052.00**

☑ Improved OR

☐ Unimproved property located at: **3549 Albee Drive, Hermitage, TN 37076** in Davidson, Tennessee, described in Exhibit "A" attached hereto and made a part hereof.

*husband and wife

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 3-19-08, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

U.S. Bank National Association, as Trustee on behalf of the Holders of the Home Equity Asset Trust 2005-4 Home Equity Pass Through Certificates Series 2005-4, 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, 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), as Attorney in Fact for U.S. Bank National Association, as Trustee on behalf of the Holders of the Home Equity Asset Trust 2005-4 Home Equity Pass Through Certificates Series 2005-4, 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 MARCH 19, 2008.

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

Julee Metters
Notary Public
My Commission Expires: 4-15-08

State of Tennessee
County of Shelby

The actual consideration or value, whichever is greater, for this transfer is $79,500.00

Affiant

Subscribed and sworn before me this 26th day of March 2008

Notary Public
My Commission Expires: 10/10

D. TODD SHOLAR
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY

EXHIBIT "A"

All that certain tract or parcel of land lying and being in Davidson County, Tennessee being Lot 80 as shown on the map entitled CHAPELWOOD SUBDIVISION, SECTION TWO of record in Plat Book 5200 at Page 83, Register's Office for Davidson County, Tennessee to which plat reference is hereby made for a more compete and accurate legal description.

This being the same property conveyed by Substitute Trustee's Deed from Shapiro & Kirsch to U.S. Bank National Association, as Trustee on behalf of the Holders of the Home Equity Asset Trust 2005-4 Home Equity Pass Through Certificates Series 2005-4 filed for record February 21, 2008 in Instrument No. 20080221-0017139, Davidson County, Tennessee records

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.