Davidson County DEEDWARR
Recvd: 05/23/08 10:23 4 pgs
Fees:23.00 Taxes:277.50
20080523-0052985

This instrument prepared by:
Rels Settlement Services
5700 Smetana Drive, Suite 400
Minnetonka, Minnesota 55343
877-813-7316

File No.: **4002-710170-07**

When recorded mail to:
First American Title Insurance
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
ATTN: RELS

CORPORATE
SPECIAL
WARRANTY DEED -TN

THIS INDENTURE, made and entered into this April 30, 2008, by and between **U.S. Bank National Association, as Trustee for Credit Suisse First Boston HEAT 2004-7,** party of the first part, and **Rare Earth Properties, a Tennesse General Partnership,** party of the second part,

WITNESSETH: That for and in consideration of **$** 75,000.00, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Madison,** County of **Davidson,** State of **Tennessee,** to wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Being the same property conveyed to party of the first part, herein shown in:
Book , Page No.: or Instrument No.: **20071016-0122519** in said Register's office.

This conveyance is made subject to:
1) Taxes which have been assumed by Grantee; 2) All restrictions of record; 3) All easements of records; 4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable governmental and zoning regulations.

Parcel ID # **52.09-59**
Improved OR
X Unimproved property located at: **1132 Peter Pan St, Madison, Tennessee 37115**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part on the day and year first above written.

Wells Fargo Bank N.A. Attorney in Fact for U.S. Bank National Association, as Trustee for Credit Suisse First Boston HEAT 2004-7

By: ERICK WENK

Its: A.V.P.

****

Owner's Name: **Rare Earth Properties**

and Address: **P.O. Box 291985**
Nashville, TN 37229

Mail tax bills to, (Person or Agency responsible for payment of taxes)
Wells Fargo Bank, N.A. #708,
ISAOA ATIMA
8480 Stage Coach Circle
Frederick, MD 21701

State of MARYLAND

County of FREDERICK

* Assistant Vice President

Before me, JOSEPH J. CARIOLA (name of notary public) of the State and County mentioned, personally appeared ERICK WENK with whom I personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be AVP * (president or other officer authorized to execute the instrument) of **Wells Fargo Bank N.A. Attorney in Fact for U.S. Bank National Association, as Trustee for Credit Suisse First Boston HEAT 2004-7, a national association** the within named bargainor, a corporation, and that such Assistant Vice President (president or other officer), executed the foregoing instrument for the purpposed therein contained, by personally signing the name of the corporation as Assistant Vice President (president or other officer).

Witness my hand and Seal at office in Frederick, MD this 4/30/08.

Notary Public

My Commission Expires: April 13 2011

JOSEPH J. CARIOLA
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
MY COMMISSION EXPIRES APRIL 13, 2011

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $$ 75,000.00 which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

ERICKWENK
~~A V P~~ x

Affiant the _____ of Wells Fargo Bank N.A

Attorney in Fact for U.S. Bank National Association,

Subscribed and sworn to before me this 4/30/08 as Trustee for Credit Suisse First Boston HEAT 2004-7

Notary Public

Subscirbed and sworn before me this 4/30/08 day of _____.

My Commission Expires: April 13, 2011

* Assistant Vice President

Notary Public

JOSEPH J. CARIOLA
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
MY COMMISSION EXPIRES APRIL 13, 2011

EXHIBIT 'A'

The described property located in Davidson County, Tennessee, to wit:

Lot number 11 on the Mortgage Loan Trust Company's Subdivision of a certain lot in Montague Subdivision, of record in Book 843, Page 79, said Register's Office, to which plan reference is here made for a more complete description.

Parcel Number 52.09-59

