03

Realty Title
48-A

Prepared By and Return to:
LandCastle Title, LLC
810 Crescent Centre Drive, Suite 280
Franklin, TN 37067
File Number: NSR-080600512A

Davidson County DEEDWARR
Recvd: 07/16/08 15:20 5 pgs
Fees:28.00 Taxes:203.87
20080716-0073064

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS: Mark Hayes	SEND TAX BILL TO: Mark Hayes	MAP/PARCEL NUMBERS: 091-07; 295.01
(Name) 73 WHITE BRIDGE ROAD SUITE 103, #135	(Name) ←	
(Address) NASHVILLE, TN 37205	(Address)	
(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 of Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates, Series 2005-R10 Under the Pooling and Servicing Agreement dated as Of November 1, 2005, Without Recourse, Grantor, has this day bargained and sold, and does hereby transfer and convey unto Mark Hayes, *the Grantees herein, their successors, heirs and assigns, that certain

*and wife, Dawn Hayes

X improved unimproved real estate located at 5304 MICHIGAN AVE, NASHVILLE, TN, 37209, 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.

(Continuation of Special Warranty Deed)

Witness our hand as of the 8th day of July 2008, 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 of Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates, Series 2005-R10 Under the Pooling and Servicing Agreement dated as Of November 1, 2005, Without Recourse by Citi Residential Lending Inc. as Attorney In Fact

By: _____

Name: Linda Schwinn Vice President

Its: _____

State of CA
County of SanBernardino

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid Linda Schwinn who acknowledged to me that she/~~he~~ is Vice President (Title of person signing) of _____ (Name of Company), the attorney-in-fact for Deutsche Bank National Trust Company, As Trustee of Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates, Series 2005-R10 Under the Pooling and Servicing Agreement dated as Of November 1, 2005, Without Recourse, and that in its capacity as attorney-in-fact for Deutsche Bank National Trust Company, As Trustee of Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates, Series 2005-R10 Under the Pooling and Servicing Agreement dated as Of November 1, 2005, Without Recourse she/he executed, signed and delivered the above and foregoing instrument after having been authorized by Deutsche Bank National Trust Company, As Trustee of Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates, Series 2005-R10 Under the Pooling and Servicing Agreement dated as Of November 1, 2005, Without Recourse and the attorney-in-fact for said Grantor to do so.

BY CITI RESIDENTIAL LENDING, INC.
AS ATTORNEY IN FACT

Given under my hand and seal this the 8th day of July 2008.

Tanya M Ovalle

Notary Public

My Commission Expires: _____

TANYA M. OVALLE
Commission # 1560053
Notary Public - California
Los Angeles County
My Comm. Expires Mar 15, 2009

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is $55,100.00.

Pamela Hawkins
Affiant

Subscribed and sworn to before me this July 11, 2008.

Diane K. Mann
Notary Public

My Commission Expires: 2/22/09

DIANE K. MANN
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY, TN

RE: 5304 MICHIGAN AVE, NASHVILLE, TN 37209

EXHIBIT "A"

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING 7 1/2 FEET OF LOT NO. 1207 AND ALL OF LOT 1209 AND 10 FEET OF LOT NO. 1211 OF BLOCK 181, PLAN 1, WEST NASHVILLE, AS OF RECORD IN PLAT BOOK 57, PAGES 74 & 75, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION. SAID LOT AND PARTS OF LOTS FRONT 42 1/2 FEET ON THE NORTHERLY SIDE OF MICHIGAN AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY.

THIS CONVEYANCE IS SUBJECT TO ANY AND ALL EXISTING RESTRICTIONS AND EASEMENTS OF RECORD.

Being the same property conveyed to Deutsche Bank National Trust Company, As Trustee of Ameriquest Mortgage Securities, Inc. Asset Backed Pass Though Certificates, Series 2005-R10 Under by Substitute Trustee's Deed dated 10/18/07, and recorded 1/9/08, instrument no. 20080109-0002615, in the Register's Office of Davidson County, Tennessee.

RE: 5304 MICHIGAN AVE, NASHVILLE, TN 37209

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.

RE: 5304 MICHIGAN AVE, NASHVILLE, TN 37209