Davidson County DEEDWARR
Recvd: 08/26/08 11:04 4 pg:
Fees:23.00 Taxes:231.25

20080826-0087615

This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37130
File Number 08-000399

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) Richard Ragan	(Name) Richard Ragan	91.07-0-182.00
(Address) 411 39th Ave N	(Address) 411 30th Ave N	
(City) (State) (Zip) Nashville TN 37209	(City) (State) (Zip) Nashville TN 37209	

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 indenture trustee for the Encore Credit Receivables Trust 2005-2,** Grantor, has this day bargained and sold, and does hereby transfer and convey unto **Richard Ragan,** Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # **91.07-0-182.00**

☒ Improved OR

☐ Unimproved property located at: **5002 Kentucky Ave, Nashville, TN 37209** 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 8-18-08, 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 indenture trustee for the Encore Credit Receivables Trust 2005-2, by Select Portfolio Servicing, Inc., f/k/a Fairbanks Capital Corp., its attorney in fact

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

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 The Bank of New York, as indenture trustee for the Encore Credit Receivables Trust 2005-2, 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 AUGUST 18, 2008.

NOTARY PUBLIC
JULEE METTERS
5960 So. Wahlquist Lane
Murray, Utah 84123
My Commission Expires
April 15, 2012
STATE OF UTAH

_____
Notary Public
My Commission Expires: 04-15-12

State of Tennessee
County of Rutherford

The actual consideration or value, whichever is greater, for this transfer is $62,500.00

_____
Affiant

Subscribed and sworn before me this 8/19/08.

GINNY MICHELIZZI
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

_____
Notary Public
My Commission Expires: _____

My commission expires November 30, 2009

EXHIBIT "A"

All that certain tract or parcel of land lying and being in Davidson County, Tennessee more particularly described as follows:

Lots Numbers 905 and 907, of Block 140 the Number 1 Plan of West Nashville, of record in Book 57, Pages 74 and 75 Register's Office for said county, to which plan reference is made for a complete and accurate legal description.

This being the same property conveyed to The Bank of New York, as indenture trustee for the Encore Credit Receivables Trust 2005-2 by Substitute Trustee's Deed executed by Shapiro & Kirsch, LLP filed for record April 2, 2008 in Instrument No. 20080402-0033246, 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.