Davidson County DEEDWARR
Recvd: 10/01/08 14:06 7 pg
Fees:38.00 Taxes:369.63
20081001-0099788

This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37130
File Number 08-000361

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) **Andrea C. Sawyers**	(Name) **Andrea C. Sawyers**	**52.08-0-159.00**
(Address) **1536 Meadowbend Dr**	(Address) **1536 Meadowbend Dr**	
(City) (State) (Zip) **Madison TN 37115**	(City) (State) (Zip) **Madison TN 37115**	

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, **DLJ Mortgage Capital, Inc.**, Grantor, has this day bargained and sold, and does hereby transfer and convey unto **Andrea C. Sawyers,** Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # **52.08-0-159.00**

☒ Improved OR

☐ Unimproved property located at: **1536 Meadowbend Dr, Madison, TN 37115** 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. Exhibit "C" attached hereto and made a part hereof.

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 9-3-08, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

DLJ Mortgage Capital, Inc., by and through their duly appointed attorney-in-fact, Select Portfolio Servicing, Inc. fka Fairbanks Capital Corp.

By: _____
Name: _____
Title: PATRICK PITTMAN, 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 PATRICK PITTMAN, 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 DLJ Mortgage Capital, Inc., 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 SEPT. 3, 2008.

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

Julee Metters
Notary Public
My Commission Expires: 4-15-12

State of Tennessee
County of SUMNER

The actual consideration or value, whichever is greater, for this transfer is $99,900.00

Affiant

Subscribed and sworn before me this 09/29/08.

Notary Public
My Commission Expires: 02/12/10

PATRICIA M. NEELY
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SUMNER

EXHIBIT "A"

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

Being Lot No. 16 on the Plan of Meadow Bend Subdivision, Section 3, as of record in Plat Book 6520, Page 532, Register's Office for Davidson County, Tennessee.

This being the same property conveyed to DLJ Mortgage Capital, Inc., by Substitute Trustee's Deed executed by Mantenn LLC filed for record February 11, 2008 in Instrument No. 20080211-0013590, 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.

EXHIBIT "C"

9731714
05/23/2006 12:00 PM $12.00
Book - 9297 Pg - 8159-8160
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SELECT PORTFOLIO SERVICING
PO BOX 65250 PO BOX 65250
SLC UT 84165
BY: SAM, DEPUTY - WI 2 P. SLC UT 84165

RECORDING REQUESTED BY:
Select Portfolio Servicing, Inc.
Document Control Department
P.O. Box 65250
Salt Lake City, UT 84165-0250

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT:

That DLJ Mortgage Capital, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby constitutes and appoints Select Portfolio Servicing, Inc. ("SPS"), fka Fairbanks Capital Corp., having its principal office located at 3815 South West Temple, Salt Lake City, Utah 84115, organized and existing under the laws of the State of Utah, its true and lawful Attorney-in-Fact with only such power and authority as is expressly enumerated and hereby conferred in its name, place and stead and for its use and benefit, to make, sign, endorse, execute, acknowledge, deliver, file for record and record any such instruments on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages") and promissory notes secured thereby (the "Mortgage Notes") for which SPS is acting in the capacity as Servicer, Sub-Servicer, Special Servicer or master Servicer.

This appointment shall apply to the following transactions:

1. The modification or re-recording of a Mortgage at the written request of DLJ Mortgage Capital, Inc. or its designee (the "Owner") of the Mortgage or the title company that insured the Mortgage, where said modifications or re-recording is solely for the purpose of correcting the Mortgage to conform to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage as insured;

2. The subordination of the lien of a Mortgage to an easement in favor of a public utility company or a governmental agency or unit with powers of eminent domain. This section shall not extend to the execution of partial satisfactions/releases, partial reconveyance or the execution of request to the Owner to accomplish same;

3. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the commencement and completion of judicial or non-judicial foreclosure proceedings, cancellation or rescission of same, including, without limitation, any of the following acts:

   a. The substitution of trustee(s) serving under a deed of trust in accordance with applicable law and the deed of trust;
   b. Statements of breach or non-performance;
   c. Notices of default;
   d. Cancellations/rescissions of notices of default and/or notices of sale;
   e. The taking of a deed in lieu of foreclosure; and
   f. Such other documents and actions as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions;

   provided, however, that the authority to enter into on behalf of the Owner, any judgment, settlement or decree for a certain sum payable by us is expressly reserved by us and is not delegated by this Limited Power of Attorney.

4. Filing proofs of claim and pleadings and similar instruments as may be usual and customary in connection with judicial proceedings to enforce, perfect or protect the interest of the Owner in the mortgage loans;

5. The full satisfaction/release of a Mortgage (or assignment of mortgage without recourse) or requests to the Owner for a full reconveyance upon payment and discharge of all sums secured thereby; this section shall not extend to the execution or partial satisfaction/releases, partial reconveyance or the execution of requests to the Owner to accomplish same.

6. The disposition of properties, which secured a mortgage loan, the title to which is acquired in the normal course of servicing, including but not limited to:

a. listing agreements;
b. earnest money contracts;
c. deeds of conveyance; and
d. ancillary closing documents.

7. Endorsement or negotiation of checks, money orders, drafts, cashiers checks and similar media of payment of deposit in the appropriate custodial account.

The undersigned gives to SPS full power of authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the express power or powers granted by or under this Limited Power of Attorney, the Mortgage Servicing Purchase Agreement, dated August 14, 2002, among Olympus, SPS, DLJ Mortgage Capital, Inc. and SPS Holding Corp. fka Fairbanks Capital Holding Corp., or the Transition Services Agreement, dated August 30, 2003 among Olympus, SPS, and DLJ Mortgage Capital, Inc., as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that SPS shall lawfully do or cause to be done by authority hereof.

DLJ Mortgage Capital, Inc.

BY: Bruce S. Kaiserman
Name: Bruce S. Kaiserman
Title: Vice President

Name: A. Adam Loskove
WITNESS

Name: Anjali Kumar
WITNESS

SATE OF NEW YORK)
SS
COUNTRY OF NEW YORK)

On this 10th day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Bruce S. Kaiserman, personally known to me to be the person whose name is subscribed to the foregoing instrument and, first being by me dully sworn did state that he is a Vice President of DLJ Mortgage Capital, Inc. and that the above instrument was execute on behalf of DLJ Mortgage Capital, Inc. for the purpose therein stated and was the free act and deed of DLJ Mortgage Capital, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal and the day and year last above written.

Notary Public

(Notary Seal)

My Commission Expires: February 10, 2007

RICHARD M. PETERSON
NOTARY PUBLIC, State of New York
No. 01-PE6087209
Qualified in New York County
Commission Expires February 10, 2007

AUG 28 2008

State of Utah
County of Salt Lake

I, the undersigned Recorder of Salt Lake County, Utah do hereby certify that by law I have the custody of a seal and all papers, documents, records and other writings required or permitted by law to be recorded and that the annexed and foregoing is a true and full copy of an original document on file as such Recorder

Witness my hand and seal of said Recorder this _____ day of _____ 20____

GARY W. OTT, RECORDER

Amanda Garay

Amanda Garay Deputy