Davidson County DEEDWARR
Recvd: 10/23/08 13:45 4 pgs
Fees:23.00 Taxes:1665.00
20081023-0106197

Return to:
Rudy Title & Escrow
2012 21st Ave. South
Nashville, TN 37212

Prepared By and Return to:
LandCastle Title, LLC
810 Crescent Centre Drive, Suite 280
Franklin, TN 37067
File Number: NSQ-080800103S

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS: Hamidullah Durani	SEND TAX BILL TO: Hamidullah Durani	MAP/PARCEL NUMBERS: 159-20.00
(Name) Hamidullah Durani	(Name) new owner	
(Address) 1200 Old Hickory Blvd.	(Address)	
(City) (State) (Zip) Brentwood, TN 37027	(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, Saxon Mortgage Services, Inc., Grantor, has this day bargained and sold, and does hereby transfer and convey unto Hamidullah Durani, the Grantees herein, their successors, heirs and assigns, that certain

X improved unimproved real estate located at 1200 Old Hickory Blvd., Brentwood, TN, 37027, 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 10/10/08, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers as of said day and date.

Saxon Mortgage Services, Inc.

BY: J. Broom

NAME: J. Broom

ITS: AVP

State of Colorado
County of Denver

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Broom, 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 AVP (Title of person signing) of Saxon Mortgage Services, Inc. (Name of Company), a Corporation, the within named bargainor and that he/she, acting in such capacity, and authorized so to do, executed the foregoing instrument in behalf of said _____ for the purposes therein contained.

Witness my hand and official seal, at office in Denver, CO, this October 10, 2008.

FRANCINE SCHUSTER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/13/2011

Notary Public
My Commission Expires: 11-13-2011

State of TN
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is $450,000.00

Affiant

Subscribed and sworn to before me this 10-15-08.

Notary Public

My Commission Expires: 7/24/10

JOHN GLEAVES
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

RE: 1200 Old Hickory Blvd., Brentwood, TN 37027

EXHIBIT "A"

DESCRIBED PROPERTY LOCATED IN THE 7TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHERE THE CENTER LINE OF OLD HICKORY BOULEVARD INTERSECTS THE CENTER LINE OF GRANNY WHITE PIKE AND RUNNING THENCE NORTH 33 DEGREES 03 MINUTES WEST 365.6 FEET TO A STAKE; THENCE NORTH 43 DEGREES 44 MINUTES WEST 402.7 FEET TO A STAKE, THE NORTHWEST CORNER OF THE ARTHUR J. ARLING TRACT; THENCE SOUTH 00 DEGREES 07 MINUTES EAST 450 FEET TO A POINT IN THE CENTER LINE OF OLD HICKORY BOULEVARD; THENCE WITH THE CENTER LINE OF SAID BOULEVARD SOUTH 80 DEGREES 0 MINUTES EAST 34 FEET TO A POINT; THENCE SOUTH 74 DEGREES 05 MINUTES EAST, 200 FEET TO A POINT; THENCE SOUTH 71 DEGREES 45 MINUTES EAST 266 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PART CONVEYED TO THE STATE OF TENNESSEE OF RECORD IN INSTRUMENT NUMBER 20010806-0083446, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. BEING THE SAME PROPERTY CONVEYED BY SUBSTITUTE TRUSTEE'S DEED FROM SHAPIRO & KIRSCH, LLP., AS SUBSTITUTE TRUSTEE TO SAXON MORTGAGE SERVICES, INC. AS RECORDED ON THE 1ST DAY OF FEBRUARY, 2008 IN INSTRUMENT NO. 20080201-0010450; WARRANTY DEED FROM DONALD L. MALONEY AND WIFE, HARRIETTE K. MALONEY TO GALA GORMAN AS RECORDED ON THE 14TH DAY OF FEBRUARY, 2007 IN INSTRUMENT NO. 20070214-0018733 AND WARRANTY DEED FROM J. M. DURHAM AND WIFE, VICTORIA M. DURHAM TO DONALD L. MALONEY AND WIFE, HARRIETTE MALONEY AS RECORDED ON THE 7TH DAY OF APRIL, 1988 IN BOOK 7510, PAGE 570, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SUBJECT TO ANY UNPAID TAXES, SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS.

RE: 1200 Old Hickory Blvd., Brentwood, TN 37027

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: 1200 Old Hickory Blvd., Brentwood, TN 37027