Davidson County DEEDWARR
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20081201-0116361

This document prepared by
Title2Land, LLC
11851 Wentling Ave, Suite A
Baton Rouge, LA 70816

SPECIAL WARRANTY DEED

This Deed, made the 21st of November, 2008, by and between **Homesales, Inc.**, as first party, and **Tojuana Kendall and Brenda L. Kendall**, as second party.

WITNESSETH

That for and in consideration of the sum of **TWENTY-SIX THOUSAND and 00/100 ($10.00) DOLLARS** Washington Mutual Bank, as successor in interest to Long Beach Mortgage Company, by operation of law, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirms unto said party of the second part the following described real estate, situated and being the following described property to-wit:

All that certain parcel of land in Davidson County, State of Tennessee, as more fully described in Deed Book 11528, Page 401, ID#81-13-242, being known and designated as part of Lot No. 29 in Owens Plan of Buena Vista Lots as of record in Book 57, Page 26, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 29 fronts 75 feet on the southerly side of Cecilia Avenue, formerly Spring Street, and runs back between parallel lines with the westerly margin of 11th Avenue North, formerly Buchanan Street, 145 feet, ore or less to an alley.

Municipal address: 2135 11th Ave. N, Nashville, TN 37208.

For source of title reference is made to Instrument Number 20070109-0003676, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing easements, restrictions, zoning regulations and building setback lines, recorded or unrecorded.

Address was supplied at the request of the proposed insured for information purposes only and is not a covered matter.

Seller and buyer agree and stipulate that the property, including the improvements located thereon, shall be sold in its "as is" condition, without any representations or warranties, express or implied, including but not with limitation, as to: (a) workmanship, structure, stability and quality of the improvements; (b) the water tightness of the improvements, including without limitation roofs, walls, doors, and windows; (c) the status, stability, and quality of soil conditions, equipment, stairways, appliances, fixtures, and furniture; (d) any defects, termite infestations or damages and any other conditions whether latent or discoverable by reasonable inspection; (e) merchantability or fitness for any particular purpose, and; (f) the existence of any violation of any applicable law relating to the environment, including without limitation those pertaining to the generation, use handling, storage or disposal of hazardous waste; (g) any design defect, or any condition of design. Buyer(s) specifically waives any right or cause of action for redhibition or quanti minoris, that is, to rescind sale or seek a reduction of the purchase price for any reason whatsoever. Buyer acknowledges he/she/they have had an opportunity and/or have in fact inspected the property to his/her/their full satisfaction, and this clause has been pointed out to him/her/them and has been explained to his/her/their full satisfaction.

Grantor covenants that it is seized and possesses 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.

TO HAVE AND TO HOLD unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

This conveyance is made expressly subject to the conditions, easement, restrictions and reservations of record, if any, affecting the aforesaid property and constituting construction notice; bit there is no intention by the reference to reimpose or to extend any of the same. The undersigned certify that the consideration reflected in this deed is the full consideration paid for said property pursuant to R.R.S. Chapter 382.

Homesales, Inc.

BY: _____

Perry Pollard
Assistant Vice President

~~President~~

ATTEST:

_____

Susan Harber
Assistant Vice President

~~Secretary~~

HOMESALES INC. CORPORATE SEAL TEXAS

STATE OF Texas

COUNTY OF Dallas **, to wit:**

Before Me, the undersigned Notary Public of the state and county mentioned, personally appeared, Perry Pollard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be AVP (or other officer authorized to execute the instrument) of Homesales Inc. the within named bargainor, a corporation, and that such _____ or officer as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Homesales, Inc..

Witness my hand and seal, at office this 2nd day of October, 2008.

My commission expires: 7/24/2011

Kavita R. Cooper
Notary Public

KAVITA R. COOPER
Notary Public, State of Texas
My Commission Expires
July 24, 2011

Property Owner & Address: Tojuana Kendall and Brenda L. Kendall
626 Powell St.
Paris, TN 38242

Tax Parcel No.: 08103024200

Mail Tax Bill to: Tojuana Kendall and Brenda L. Kendall
626 Powell St.
Paris, TN 38242

STATE OF ~~TENNESSEE~~ Kentucky

COUNTY OF Meade, to wit:

I, or we, hereby swear or affirm that to be best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is **TWENTY SIX THOUSAND AND 00/100 ($26,000.00) DOLLARS,** which amount is equal to our greater than the amount which the property would command at a fair voluntary sale.

Tojuana Kendall

Brenda L Kendall
Brenda L. Kendall

SUBSCRIBED AND SWORN TO before me this 21st day of November, 2008.
personally appeared Brenda L. Kendall

My commission expires: June 30, 2009

Judy Brown Notary Public
Notary Public Judy Brown 502 639530

JUDY BROWN
Notary Public - State at Large
State of Kentucky
My Commission Expires Jun. 30, 2009