BOX 13
14641

Davidson County DEEDWARR
Recvd: 12/17/08 13:04 4 pgs
Fees:23.00 Taxes:307.10

20081217-0120799

This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37130
File Number 08-000557

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) CHARLES S. HODGE	(Name) PEOPLES HOME EQUITY, INC.	~~050070098.00~~ 050-7-98
(Address) 3316 Valley Creek Lane	(Address) 4300 SIDCO DR #200	
(City) (State) (Zip) Nashville TN 37207	(City) (State) (Zip) NASHVILLE, TN 37204	

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 CHARLES S. HODGE * Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # **050.07-0-098.00** *A MARRIED MAN

[X] Improved OR

[ ] Unimproved property located at: **3316 Valley Creek Lane, Nashville, TN 37207** 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 10-14-08, 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 Select Portfolio Servicing, Inc. fka Fairbanks Capital Corp., their attorney-in-fact

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

State of UT
County of SL

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 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 City UT this 10-14-2008.

_____
Notary Public
My Commission Expires: 8/8/10

NOTARY PUBLIC
LEANNA M. JOHNSTUN
3815 So. West Temple
Salt Lake City, Utah 84115
My Commission Expires
August 8, 2010
STATE OF UTAH

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is $83,000.00

_____
Affiant

Subscribed and sworn before me this 10th November 2008.

_____
Notary Public
My Commission Expires: 2-24-09

KASEY KELCHNER
STATE OF TENNESSEE
NOTARY PUBLIC
MY COMMISSION EXPIRES: 02-24-2009
RUTHERFORD COUNTY

EXHIBIT "A"

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

Being Lot 117 on the plan of Section Nine, Village By The Creek of record in Plat Book 7900, page 699, and as amended in Book 9368, page 998, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Renita Batey, a single woman, from Fontina L. Hyde, now known as Fontina Hyde Webb and Daryl M. Webb, by deed on June 7, 2006, of record in Book Instrument Number 20060609-0068411, page, Register's Office for Davidson County, Tennessee.

This being the same property conveyed by Trustee's Deed executed by Matthew Smith, Co-Trustee, to DLJ Mortgage Capital, Inc., filed for record May 27, 2008, in Instrument No. 20080527-0053232, 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.