Davidson County DEEDWARR
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Fees:23.00 Taxes:240.50

20090115-0004010

This instrument prepared by:
Fidelity Residential Solutions
4111 South Darlington, Suite 950
Tulsa, OK 74135
587040 9891278
Christy Smith

SPECIAL WARRANTY DEED
(Corporation)

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS 061-05-O-A-77.00
Trustee, Inc., Trustee	SAME	
242 W. Main St. #300		
Hendersonville, TN 37075		

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, Monument Street Funding-II, LLC a limited liability company organized and exisiting under the laws of the United States of America have this day bargained and sold, and do hereby transfer and convey unto the said Trustee, Inc., Trustee for the 105 Poplar Court Trust

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson, Tennessee as follows:

See Attached Exhibit "A".

Being that same property described in and conveyed to the Grantor herein by Special Warranty Deed of record at Instrument No. _____ in the Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $65,000.00.

Affiant Elizabeth Maison

Subscribed and sworn to before me this the 6th day of January 2009

Notary Public

My commission expires: 8-23-11
(Affix Seal)

HAL E. WILSON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Reservation from and Exceptions to Conveyance and Warranty:

(1) All Easements, rights of way and prescriptive rights whether of record or not, pertaining to any portions(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 the 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.

This is unimproved ( ), known as 105 Poplar Court, Nashville, TN 37216
improved (X)

TO HAVE AND TO HOLD said real estate, with the appurtenance, 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.

We further covenant and bind ourselves, our heirs 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 the grantor.

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 this 22nd day of October, 2008, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

MONUMENT STREET FUNDING-II, LLC

By: Monument Street Funding, LLC, its managing member

By: Centurion Funding, Inc., its managing member

By: William T. Fowler

Name: William T. Fowler

Title: Vice President

(Corporate Seal)

State of NORTH CAROLINA

County of WAKE)ss.

On this day before me, a Notary Public, personally appeared WILLIAM T. FOWLER, to me personally well-known, who acknowledged that he/she is the VICE PRESIDENT of Centurion Funding, Inc., its managing member of Monument Street Funding, LLC, its managing member of Monument Street Funding II LLC a limited liability company, and that he/she, as such officer, being authorized so to do, has executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association as such attorney-in-fact by himself/herself as such officer.

Witness my hand and seal this 22 day of OCTOBER, 2008

Melissa A Hagge

Notary Public

My commission expires: 5-12-08

MELISSA A. HAGGE

(Seal)

MELISSA A. HAGGE NOTARY PUBLIC My Comm. Expires May 12, 2009 WAKE COUNTY, NC

Exhibit "A": Legal Description.

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being Unit No. 63 Condominium Site Plan of Phase IV on the Plan of Poplar Glen of record in Plat Book 7900, page 392, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more
complete legal description.

Being the same property conveyed to Monument Street Funding - II, LLC by Substitute Trustee's Deed from Shapiro & Kirsch, LLP, by Ashley Jones, Authorized Agent, dated June 11, 2008 and recorded June 27, 2008 as Instrument No. 20080627-0066342, in the Register's Office for Davidson County, Tennessee.