Davidson County DEEDWARR
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Fees:23.00 Taxes:795.13

20090310-0021690

This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37130
File Number 08-000495

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) **Stacy McAuley**	(Name) Stacy McAuley	126.16-OA-093.00-CO
(Address) **6528 Westfall Drive**	(Address) **6528 Westfall Drive**	
(City) (State) (Zip) **Nashville TN 37221**	(City) (State) (Zip) **Nashville TN 37221**	

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, **Deutsche Bank Trust Company Americas Formerly known as Bankers Trust Company, as Trustee and Custodian for IXIS 2006-HE3,** Grantor, has this day bargained and sold, and does hereby transfer and convey unto **Stacy McAuley,** Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # **126.16-OA-093.00-CO**

☒ Improved OR

☐ Unimproved property located at: **6528 Westfall Drive, Nashville, TN 37221** 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 2-12-09, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

Deutsche Bank Trust Company Americas Formerly known as Bankers Trust Company, as Trustee and Custodian for IXIS 2006-HE3 by Saxon Mortgage Services, Inc., as Attorney-in-Fact

By: _____
Name: Rob Elieff
Title: AVP Saxon mtg.

State of Ohio
County of Summit

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rob Elieff (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 AVP (Title of Person signing) of Saxon Mortgage Servs, Inc (Name of Company), as Attorney in Fact for Deutsche Bank Trust Company Americas Formerly known as Bankers Trust Company, as Trustee and Custodian for IXIS 2006-HE3, 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 Akron this February 12, 2009.

Yolanda R. Shelton
Notary Public Yolanda R. Shelton
My Commission Expires: May 7, 2013

NOTARIAL SEAL STATE OF OHIO

State of Tennessee
County of Rutherford

The actual consideration or value, whichever is greater, for this transfer is $214,900.00

Affiant

Subscribed and sworn before me this 3/2/2009.

Notary Public
My Commission Expires: _____

My commission expires November 30, 2009

GINNY MICHELIZZI STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

EXHIBIT "A"

All that certain tract or parcel of land lying and being in the city of Nashville, County of Davidson, and State of Tennessee to wit:

BEING Lot Number 93 on the Plan of Final Plat Riverwalk Phase 1A, Section 1, Phase 1B, Section 1 of record in Instrument No. 20011026-00117231Register's Office for Davidson County, Tennessee, to which reference is hereby made for more complete description.

This being the same property conveyed by Substitution of Trustee executed Shapiro & Kirsch, LLP, as Substitute Trustee, to Deutsche Bank Trust Company Americas Formerly known as Bankers Trust Company, as Trustee and Custodian for IXIS 2006-HE3, filed for record July 18, 2008 in Instrument No. 20080718-0074108, 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.