THIS DOCUMENT PREPARED BY (AND AFTER RECORDING RETURN TO):
First National Financial Title Services, LLC
5034 Thoroughbred Lane, Suite C
Brentwood, TN 37027
Phone 615.221.4599 • Fax: 615.221.4592
File No. N15806

BILL GARRETT, Davidson County
Trans: T20090033540 DEEDWARR
Recvd: 05/21/09 09:01 3 pgs
Fees:18.00 Taxes:339.66
20090521-0046678

Property Address:
110 Hickman Street, Old Hickory, TN 37138 ---Above This Line Reserved For Official Use Only---

# SPECIAL WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS THAT:**

FOR VALUABLE CONSIDERATION OF TEN DOLLARS ($10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Wells Fargo Bank, NA as Trustee under Pooling and Servicing Agreement Dated as of October 1, 2004 Asset-Backed Pass-Through Certificates Series 2004-MHQ1**, hereinafter referred to as Grantor, has this day bargained and sold, and by these presents does hereby transfer and convey unto **Jack Roberts Malone, III, as** a single man hereinafter Grantee, the following lands and property, together with all improvements located thereon, lying in the Davidson County, Tennessee, to-wit:

Being Lot Number 6, on the Plan of Scenic View Subdivision, in the Fourth Civil District of Davidson County, Tennessee, according to an unrecorded plan prepared by W.W. Turner Company, Engineers, on 8/20/48, but not of record, and described as follows:

Starting with a concrete monument at the South end of the Return at the Southwest corner of the intersection of Hadley Bend Road and Hickman Street and running thence the following courses and distances:

In a Southwesterly direction along the westerly margin of Hickman Street a distance of 469.6 feet to an iron pin and the point of beginning, continuing in a southwesterly direction along the westerly margin of Hickman Street a distance of 100 feet to an iron pin located on a common line between Lots Numbers 6 and 7; thence, in a northwesterly directio9n along a common line between Lots Number 6 and 7 a distance of 249.8 feet to an iron pin located in a deadline; thence in a northeasterly direction along the westerly margin of Lot No. 6 a distance of 100 feet to an iron pin located on a common line between Lots Numbers 5 and 6; thence, in a southeasterly direction along the common line between Lots Numbers 5 and 6 a distance of 249.8 feet to an iron pin and the point of beginning.

**Map & Parcel # 043-04-0 033.00**

THIS IS IMPROVED PROPERTY KNOWN AS: ***110 Hickman Street, Old Hickory, TN 37138***

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenance, estate, title and interest thereto belonging to the said grantee, his/her heirs and assigns, forever; and I do covenant with the said grantee that I lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said grantee, his/her heirs and assigns, against the lawful claims of all persons whomsoever, *but this Warranty Deed is limited to the time in which said real estate was lawfully seized and possessed by grantors herein and does not extend to any previous time thereto.* Wherever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

AND BEING THE SAME premises conveyed to Grantor by virtue of a quit claim deed from Wells Fargo Bank, NA as Trustee, dated February 13, 2009, and recorded March 6, 2009, in the Register's Office for Davidson County, Tennessee, Instrument Number 20090306-0020184.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's heirs and assigns forever, with all appurtenances thereunto belonging.

GRANTOR does for Grantor and Grantor's heirs, personal representatives, executors and assigns forever hereby covenants with Grantee that Grantor is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and to forever warrant and defend the title to the said lands against all claims whatever.

Taxes for tax year 2009 shall be [X] prorated between Grantor and Grantee as of the date selected by Grantor and Grantee, or [ ] paid by Grantee, or [ ] paid by Grantor.

The property herein conveyed [X] not a part of the homestead of Grantor and is not Grantor's marital residence, or [ ] is part of the homestead of Grantor and if Grantor is married, the conveyance is joined by both Husband and Wife.

WITNESS Grantor's hand this 17 day of April, 2009.

Power of Attorney of record in Instrument No. 20090508-0042498 Register's Office Davidson County, Tennessee.

Wells Fargo Bank, NA as Trustee under Pooling and Servicing Agreement Dated as of October 1, 2004 Asset-Backed Pass-Through Certificates Series 2004-MHQ1

_____{Seal}

By and through its Attorney in Fact Barclays Capital Real Estate, Inc., a Delaware Corporation dba HomEq Servicing

**Michele M. Curtis**
**Assistant Secretary**

State of _____
County of _____

On this the _____ day of _____, 2009, Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his or her oath acknowledged himself or herself to be the _____ and _____ of Barclays Capital Real Estate, Inc., a Delaware Corporation DBA HomEq Servicing as Attorney in Fact for Wells Fargo Bank, NA as Trustee under Pooling and Servicing Agreement Dated as of October 1, 2004 Asset-Backed Pass-Through Certificates Series 2004-MHQ1, the within named bargainor, and as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing thereto the name of the corporation by himself or herself as such officer.

_____
Notary Public

My Commission expires: _____

I hereby swear or affirm that the actual consideration for this transfer or the value of the property which ever is greater is $91,800.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant **Michele M. Curtis**
**Assistant Secretary**

Subscribed and sworn to before me this the 17 of April, 2009.




_____
Notary Public

My Commission expires: _____

**Name of Owner and Property Address:**
Jack Roberts Malone, III
110 Hickman Street
Old Hickory, Tn 37138

**Person Or Entity Responsible For Payment Of Taxes:**
Jack Roberts Malone, III
Quicken Loans, Inc.
20555 Victor Parkway, Livonia, MI 48152

Tax Parcel ID#: 043-04-0 033.00

State of California }
County of Sacramento } ss.

On APR 17 2009, before me, H. Clapp, Notary Public, personally appeared Michele M. Curtis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary signature

H. CLAPP
COMM. #1786268
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. DEC 22, 2011

I hereby swear or affirm that the actual consideration for this transfer or the value of the property, whichever is greater is $91,800.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary state.

Dawn K. Aucoast
Affiant

Sworn to and subscribed before me this the 15th of May, 2009.

Notary Public
My Commission Expires:
11/12/2012

TINA TARACZKOZY
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY
My Comm. Expires November 12, 2012