BILL GARRETT, Davidson County
Trans:T20090037170 DEEDWARR
Recvd: 06/04/09 11:03 4 pgs
Fees:23.00 Taxes:148.37

20090604-0051694

After Recording Return To:
~~TGT#: 1058296~~

AFTER RECORDING, RETURN TO:
Transcontinental Title Company
Recording Division
2605 Enterprise Rd. Suite 200
Clearwater, Florida 33759-9943

This Instrument Prepared under the supervision of:
M. Powell, Esquire BOPR# 5372
By Law's Specialty Group, Inc.
235 West Brandon Blvd., #191
Brandon, Florida 33511
(866) 755-6300
PREPARER NOT RESPONSIBLE FOR CLOSING

Map & Parcel:
050 00 0 027.00

10-504799-4 **SPECIAL WARRANTY DEED**

Property Owner:
MELODY RENEE ROBINSON
262 Emmitt Ave.
Madison, TN 37115-4712

Send Tax Bills To:
Melody Renee Robinson
262 Emmitt Ave.
Madison, TN 37115-4712

Person or Entity Responsible For Payment of Taxes:
Same as Property Owner

THIS INDENTURE, made this 17 day of March, 2009, between FIFTH THIRD MORTGAGE COMPANY, with a business address of 5050 Kingsley Drive, Cincinnati, OH 45263 ("**GRANTOR**"), and MELODY RENEE ROBINSON, a single/married/unmarried woman, residing at 262 Emmitt Ave, Madison TN 37115. ("**GRANTEE**").

WITNESSETH

That Grantor, for and in consideration of the sum of One Dollar ($1.00) in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises of real property, to wit:

A CERTAIN TRACT OR PARCEL OF LAND IN THE 12TH, FORMERLY THE 21ST CIVIL DISTRICT OF DAVIDSON COUNTY, IN THE STATE OF TENNESSEE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF BRICK CHURCH PIKE, MRS. S.W. WALKER'S NORTHWEST CORNER, AND RUNNING SOUTH 88 DEG EAST 75.3 POLES TO A STAKE IN THE CENTER OF AN OLD ROAD; THENCE NORTH 2 DEG EAST 68.54 POLES TO A STAKE 3 FEET SOUTHEAST OF ABUTMENT ON THE SOUTH SIDE OF A CREEK; THENCE NORTH 88-1/2 DEG WEST 84.7 POLES TO THE CENTER OF BRICK CHURCH PIKE, C.H. COLES SOUTHWEST CORNER; THENCE ALONG THE CENTER OF BRICK CHURCH PIKE, SOUTH 11-1/2 DEG EAST 49.5 POLES TO A POINT IN SAID PIKE; THENCE SOUTH 2-3/4 DEG EAST 8.2

POLES TO A POINT IN SAID PIKE; THENCE SOUTH 14 DEG WEST 10.72 POLES TO THE BEGINNING POINT, CONTAINING 33 ACRES AND 14 POLES, MORE OR LESS.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE ARE THE 49 TRACTS OF LAND MORE FULLY DELINEATED IN THAT CERTAIN DEED RECORDED IN INSTRUMENT 200501140005421.

THIS CONVEYANCE IS MADE SUBJECT TO ALL RESTRICTIONS, EASEMENTS, RIGHTS OF WAY, COVENANTS AND CONDITIONS CONTAINED IN THE DEEDS FORMING THE CHAIN OF TITLE TO THIS PROPERTY.

BEING THE SAME PROPERTY CONVEYED TO FIFTH THIRD MORTGAGE COMPANY BY DEED FROM AARON SQUYRES AND GREG IVESTER, SUBSTITUTE TRUSTEES RECORDED 02/06/2008 IN INSTRUMENT 20080206-0012436, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

Property Address: 3451 Brick Church Pike, Nashville, TN 37207

The above description is the same as the previous deed of record, no boundary survey having been made at the time of this conveyance.

No title search was performed on the subject property by the preparer. The preparer of this deed makes no representation as to: the status of the title; property use; any zoning regulations concerning described property herein conveyed; or any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and /or their agents, no boundary survey was made at the time of this conveyance.

TO HAVE AND TO HOLD the above described premises of real property together with all right, title, interest, hereditaments and appurtenances thereto appertaining unto Grantee. Grantor covenants with the said Grantee that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor except to the extent otherwise set forth herein, and as to the lien for any city and county property taxes which are assumed by Grantee.

Wherever used herein, the singular number shall include the plural, and the plural the singular, as required. The use of any gender shall include all genders and the neuter.

Grantor does further covenant and bind itself, and its successors and assigns, to warrant and forever defend the title to the Property to the said Grantee against the lawful claims of all persons claiming by, through or under the Grantor, but no further or otherwise.

Signature Page follows

IN WITNESS WHEREOF, Grantor has executed this Deed on the date set forth above.

Signed, sealed and delivered in our presence:

FIFTH THIRD MORTGAGE COMPANY,

By: _____

Its: Cindy Routh, Default Manager

_____
Printed Name

_____
Printed Name

STATE OF Ohio } **COUNTY OF** Hamilton }

ACKNOWLEDGED BEFORE ME, on the 17 day of March, 2009, the undersigned authority, personally appeared Cindy Routh, Default Manager, Default Manager of FIFTH THIRD MORTGAGE COMPANY, on behalf of said corporation, with full authority to act for said corporation in this transaction, who is known to me or has shown _____ as identification, who after being by me first duly sworn, deposes and says that he/she has the full legal authority to execute and deliver this deed on behalf of the aforementioned corporation.

NOTARY PUBLIC STATE OF OHIO

ANITA L. MONTGOMERY
Notary Public, State of Ohio
My Commission Expires
August 1, 2011

_____
NOTARY PUBLIC My Commission Expires

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater is $ 40,100.00.

_____
Affiant

Subscribed and sworn to before me
this 9 day of March, 2009.

NOTARY PUBLIC STATE OF FLORIDA

ARTHUR S. BOWMAN
MY COMMISSION # DD 447757
EXPIRES: August 13, 2009
Bonded Thru Budget Notary Services

_____
NOTARY PUBLIC My Commission Expires: 8/13/09

The preparer expresses no opinion as to the title the Grantee(s) will receive. The preparer has not had any contact with the Grantor(s) nor Grantee(s) herein. No legal advice was given to any party herein. Information contained in this instrument was provided to preparer by an agent for said Grantor and/or Grantee. No title search was performed on the subject property by this preparer. The preparer of this deed makes no representation as to: the status of the title; property use; any zoning regulations concerning described property herein conveyed; or any matter except the validity of the form of this instrument. No boundary survey was made at the time of this conveyance. **PREPARER IS NOT RESPONSIBLE FOR CLOSING, the collection of taxes nor the recording of this instrument. The conveyance amount was not made available to preparer and was added after the preparation of this instrument by agent for Grantor.**

Example of Oath of Consideration:

State of **FLORIDA**

County of **PINELLAS**

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is **$40,100.00** which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

Jason Stanley
Affiant

Subscribed and sworn to before me

This **29TH** day of **MAY, 2009**

Allison N. Kirk

Notary Public

My commission expires: **SEPTEMBER 2, 2012**

