BILL GARRETT, Davidson County
Trans:T20090050744 DEEDWARR
Recvd: 07/28/09 09:48 6 pgs
Fees:33.00 Taxes:147.63
20090728-0070525

Return To:
FEARNLEY & CALIFF, PLLC
565 MARRIOTT DRIVE
SUITE 850
NASHVILLE, TN 37214

Prepared By and ~~Return to~~:
LandCastle Title, LLC
810 Crescent Centre Drive, Suite 280
Franklin, TN 37067
File Number: TNF-090700173A

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS: Marvin Cook	SEND TAX BILL TO: Marvin Cook	MAP/PARCEL NUMBERS: 08008023200
(Name) P.O. Box 148761	(Name) P.O. Box 148761	
(Address) Nashville, TN	(Address) Nashville, TN	
(City) (State) (Zip) 37214	(City) (State) (Zip) 37214	

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, Federal National Mortgage Association, Grantor, has this day bargained and sold, and does hereby transfer and convey unto Marvin Cook, the Grantees herein, their successors, heirs and assigns, that certain

X improved unimproved real estate located at 3218 Mayer Lane, Nashville, TN, 37218, in Davidson County, Tennessee, described in Exhibit A attached hereto.

Grantee herein shall be prohibited from conveying captioned property to a bonafide purchaser for value for a sales price of greater than $ 47,880.00 for a period of 3 month(s) from the date of this deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the principal amount of greater than $47,880.00 for a period of 3 month(s) from the date of this deed. These restrictions shall run with the land and are not personal to grantee. The restriction shall terminate immediately upon conveyance at any foreclosure sale related to a mortgage or deed of trust.

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

(Continuation of Special Warranty Deed)

Witness our hand as of the 7/15/09, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers as of said day and date.

Federal National Mortgage Association by Morris, Hardwick & Schneider as Attorney In Fact*

BY: _____

NAME: _____

ITS: Jennifer Marler Frank ~~Partner, Morris/Hardwick/Schneider~~

*Please see POA Exhibit "C" attached

State of Tn
County of Williamson

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid Jennifer Marler Frank who acknowledged to me that she/he is Partner (Title of person signing) of Morris, Hardwick & Schneider (Name of Company), the attorney-in-fact for Federal National Mortgage Association, and that in its capacity as attorney-in-fact for Federal National Mortgage Association, she/he executed, signed and delivered the above and foregoing instrument after having been authorized by Federal National Mortgage Association and the attorney-in-fact for said Grantor to do so.

Given under my hand and seal this the 15 day of July, 2009.

SHANNON C. SYLVESTER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TENN.

My Commission Expires AUG. 28, 2010

Shannon C Sylvester
Notary Public
My Commission Expires: _____

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is $39,900.00

Alma Mayo
Affiant

Memorie K White
~~Affiant~~ Notary public

Subscribed and sworn to before me this 9-19-09.

~~Notary Public~~

My Commission Expires: 9-19-09

RE: 3218 Mayer Lane, Nashville, TN 37218

MEMORIE K. WHITE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN My Commission Expires September 19, 2009

SPECIAL WARRANTY DEED

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, 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 te 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.

RE: 3218 Mayer Lane, Nashville, TN 37218

EXHIBIT "A"

All that certain parcel of land situate in the County of Davidson, State of Tennessee, being known and designated as Lot No. 86, on the Plan of Section Four, Bordeaux HIlls, of record in Book 3600, Page 49, Register's Office of Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Federal National Mortgage Association by Substitute Trustee's Deed recorded 2/20/09, at instrument #200902200014794, Register's Office for Davidson County, Tennessee.

RE: 3218 Mayer Lane, Nashville, TN 37218

Exhibit "C"

LIMITED POWER OF ATTORNEY TO EXECUTE DOCUMENTS

FANNIE MAE, a corporation organized and existing under the laws of the United States of America, having an office for the conduct of business at 14221 Dallas Parkway, Suite 1000, Dallas, Texas 75254 constitutes and appoints Morris Hardwick Schneider, organized under the laws of the State of Tennessee, with an office for the conduct of business at 810 Crescent Centre Drive, Suite 280, Franklin, Tennessee 37067, as its true and lawful Attorney-in-Fact, and in its name, place, and stead and for its use and benefits, to do all things, and execute all documents, necessary and appropriate to conduct, or vacate, foreclosure proceedings in the State of Tennessee and, further, to execute, endorse, and acknowledge all documents customary and reasonably necessary and appropriate for the escrow or closing of sales and the conveyance of real properties owned by Fannie Mae in the State of Tennessee. Such powers shall include, but are not limited to, the following:

1. Deeds transferring the real property and improvements owned by Fannie Mae;
2. Settlement/Closing Statements;
3. Affidavits and Indemnifications as to Debts and Liens;
4. Tax Proration Agreements;
5. Seller's Affidavits and Agreements;
6. Errors and Omissions Correction Agreements;
7. Entry of bid at a foreclosure sale;
8. Assignment, or acceptance of an assignment of a foreclosure bid;
9. Execution of any other approved document as directed by Fannie Mae.

The rights, powers, and authority of the Attorney-in-Fact to exercise the rights and powers herein granted shall commence and be in full force and effect until the first to occur of the following:

1. December 31, 2013; or
2. the execution and recording of a Termination of Limited Power of Attorney by Fannie Mae of such rights, powers, and authority.

EXECUTED this 15 day of December, 2008

Witness

Witness

FANNIE MAE

Jason Allnutt, Vice President

Attest:

Julie Maynard, Assistant Secretary

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

On this 15 day of December, 2008, before me appeared Jason Allnutt and Julie Maynard, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary of Fannie Mae, a federal chartered corporation organized and existing under the laws of the United States, having its principal office in the City of Washington, District of Columbia, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors, and said Vice President and Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

Jill Moericke
Notary Public

My Commission Expires: 7/22/09

JILL MOERICKE
Notary Public, State of Texas
My Commission Expires
July 22, 2009

RECORDERS MEMO
EGIBILITY OF WRITING, TYPING OR
RINTING IN THIS DOCUMENT
NSATISFACTORY WHEN RECEIVED