BILL GARRETT, Davidson County
Trans:T20090072257 DEEDWARR
Recvd: 10/23/09 11:49 2 pgs
Fees:13.00 Taxes:238.65
20091023-0098146

*SPECIAL*
**WARRANTY DEED**

**THIS INDENTURE**, made and entered into this 16th day of September, 2009 by and between **Bank of America, National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX** party of the first part, and Arnold Investments Inc., party of the second part.

**WITNESSETH:** That for and in consideration of Ten Dollars ($10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, Tennessee:

Being a certain Condominium Apartment in Davidson County, Tennessee, being Unit No. 848 as specified on the Plat shown in the Master Deed, on the Plan of Riverfront Condominiums, a Horizontal Property Regime, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed for Riverfront Condominiums, of record under Instrument No. 20051221-0153160, as amended in Instrument No. 20051228-0155671 and in Instrument No. 20060518-0058640, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, said Register's Office, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Master Deed, Reference is hereby made to the plan of Riverfront Condominiums for placement of Units, as shown on Exhibit "E" to the Second Amendment to the Master Deed of record under Instrument No. 20060518-0058640, said Register's Office, for a more complete identification and description of such unit.

**This being the same property conveyed to Grantor herein by Quit Claim Deed of record at Instrument No. 20091023-0098145, in the Register's Office of Davidson County, Tennessee.**

**TO HAVE AND TO HOLD** the aforesaid real estate, together with all appurtnances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said part of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for subdivision restrictions, building lines and easements and other matters of record, including Easements of record at Book 2303, Page 437; Book 2098, Page 166; Book 2199, Page 537; Book 11112, Page 881; Book 7228, Page 400, Master Deed of record at Instrument No. 20051221-0153160 amended at Instrument Nos. 20051228-0155671 and 20060518-0058640, Charter of Record at Instrument No. 20051216-0151344; Amendment to By-Laws of record at Instrument No. 20090109-0002302; Memorandum of Lease of record in Book 11233, Page 522; and Subordination, Non-Disturbance and Attornment Agreement of Record at Book 11405, Page 552, in the Register's Office of Davidson County, Tennessee, Subject to the rights of others in the common area, Subject to that portion of the property that may be within the high and low water mark of the Cumberland River, Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of the Cumberland River; and year 2009 property taxes; and matters that would be revealed by a current survey;

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons ***claiming by, through or under party of the first part, but not further or otherwise.***

***Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.***

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

**WITNESS** the signature of the said party of the first part the day and year first above written.

**Bank of America, National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX**
**By: Saxon Mortgage Services, Inc. as Attorney in Fact**

By: _____
Printed Name: _____
Title: **LaDee L. Taylor**
**Assistant Vice President**

STATE OF Utah
COUNTY OF Salt Lake

Before me, the undersigned Notary Public of the aforesaid County and State, personally appeared LaDee L Taylor, (or proved to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the AVP of Saxon Mortgage Services, Inc., which caused this instrument to be executed on behalf of **Bank of America, National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX**, the within named bargainer, and that he/she executed the foregoing instrument for the purposes therein contained as the free act and deed of **Bank of America, National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX.**

**WITNESS** my hand, at office, this 11 day of Sept, 2009.

_____
Notary Public

Commission Expiration: 12/2/10

Notary Public
KRISTINA TWEDT
6995 S. Union Park Center, Ste. 475
Midvale, Utah 84047
My Commission Expires
December 21, 2010
State of Utah

**PREPARED BY:** Return To:
GRIFFIN, CLIFT, EVERTON & THORNTON, PLLC
6489 QUAIL HOLLOW, SUITE 100
MEMPHIS, TN 38120
~~TF17379~~ C2131163

**PROPERTY ADDRESS:**
848 1st Avenue North
Nashville, TN 37201

**PARCEL ID NUMBER**: 082-14-0A-088 CO

**PROPERTY OWNER & PROPERTY ADDRESS/ MAIL TAX BILLS TO:**
Arnold Investments, Inc.
226 Meandering Dr.
Lebanon, TN 37090

State of Tennessee
County of Shelby

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is **$64,500.00** which amount is equal to or greater than the property transferred would command at a fair and voluntary sale.

Nancy L Queen
Affiant

Subscribed and sworn before me this 21st day of September, 2009.

Phyllis W. Frederick
Notary Public

Commission expiration: 2-13-13

PHYLLIS W. FREDERICK
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

This deed is prepared with information provided by First American Title Insurance Company
F:\USERS\CHRIS\Green River Docs\SWD.LaSalle.1st Avenue.davidson.wpd