BILL GARRETT, Davidson County
Trans: T20090073844 DEEDWARR
Recvd: 10/30/09 09:22 2 pgs
Fees: 13.00 Taxes: 218.30
20091030-0100156

SPECIAL
WARRANTY DEED

THIS INDENTURE, made and entered into this 23rd day of October, 2009 by and between **The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2006-3** party of the first part, and Brandon McDonald _____, 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:

Described property located in Davidson County, Tennessee to-wit: Lot Number 401 on the plan of Edge O Lake Estates, Section 6 of record in Plat Book 3700, Pages 15 and 16, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said property. Lot Number 401 fronts 80 feet on the easterly side of Rychen Drive and runs back between lines 150 feet on the northerly side and 162.18 feet on the southerly side to a broken line in the rear on which it measures 122.52 feet thereon.

This being the same property conveyed to Grantor herein by Successor Trustee's Deed of record at Instrument No. 20090701-0061262, 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, easements and other matters of record, including in Plat Book 3700, Page 15 and Plat Book 3700, Page 16; Restrictions of record in Book 3908, Page 161, in the Register's Office of Davidson County, Tennessee; 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.

The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2006-3
By: Saxon Mortgage Services, Inc., its 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 **The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2006-3**, the within named bargainer, and that he/she executed the foregoing instrument for the purposes therein contained as the free act and deed of **The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2006-3.**

WITNESS my hand, at office, this 13 day of October, 2009.

_____
Notary Public

Commission Expiration: _____

Notary Public
JENNIFER CROWTHER
Commission #579310
My Commission Expires
June 4, 2013
State of Utah

PREPARED BY: *Return To:*
GRIFFIN, CLIFT, EVERTON & THORNTON, PLLC
6489 QUAIL HOLLOW, SUITE 100
MEMPHIS, TN 38120
2154812

PROPERTY ADDRESS:
2446 Rychen Drive
Nashville, TN 37217

PARCEL ID NUMBER: 149-3-45.00

PROPERTY OWNER AND ADDRESS & MAIL TAX BILLS TO:
Brandon McDonald
5050 Dovecote Dr.
Nashville, TN 37220

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 **$59,000.00** which amount is equal to or greater than the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn before me this 23rd day of October, 2009.

_____
Notary Public

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

Commission expiration: 2-13-13

This deed is prepared with information provided by First American Title Insurance Company
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