BILL GARRETT, Davidson County
Trans:T20090074037 DEEDWARR
Recvd: 10/30/09 14:27 5 pgs
Fees:28.00 Taxes:218.30
20091030-0100492

This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37129
File Number 09-000779A

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) **Charles Appleton**	(Name) **Charles Appleton**	**148.10-0-005.00**
(Address) **900 S. Wickshire Way**	(Address) **900 S. Wickshire Way**	
(City) (State) (Zip) **Brentwood TN 37027**	(City) (State) (Zip) **Brentwood TN 37027**	

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, **Wells Fargo Bank, N.A. as Trustee under pooling and Servicing Agreement Dated May 1, 2005 Asset Backed Pass-Through Certificates, Series 2005-WHQ3,** Grantor, has this day bargained and sold, and does hereby transfer and convey unto **Charles Appleton,** Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # **148.10-0-005.00**

☒ Improved OR

☐ Unimproved property located at: **3827 East Ridge Drive, Nashville, TN 37211** in Davidson, Tennessee, described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the Grantee(s) 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 title to said real estate to said Grantee(s), 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.

Witness our hand as of the 10-13-09, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

Wells Fargo Bank, N.A. as Trustee under pooling and Servicing Agreement Dated May 1, 2005 Asset Backed Pass-Through Certificates, Series 2005-WHQ3. By: Barclays Capital Real Estate, Inc. a Delaware Corporation DBA HomEq Servicing, Attorney in Fact

By: _____
Name: Noriko Colston
Title: Assistant Secretary

State of _____
County of _____

see attached

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____(Name of Person signing), with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged him/her self to be the _____(Title of Person signing) of _____(Name of Company), as Attorney in Fact for Wells Fargo Bank, N.A. as Trustee under pooling and Servicing Agreement Dated May 1, 2005 Asset Backed Pass-Through Certificates, Series 2005-WHQ3, the within named bargainor and that he/she, acting in such capacity and authorized so to do, executed the foregoing instrument on behalf of said Corporation for the purposes therein contained.

Witness my hand and official seal, at office located in _____ this _____.

_____
Notary Public
My Commission Expires: _____

State of Tennessee
County of Rutherford

The actual consideration or value, whichever is greater, for this transfer is $59,000.00

Affiant

Subscribed and sworn before me this 10-16-09.

Notary Public
My Commission Expires: 2-18-13

CRYSTAL ROZENBAUM
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

MY COMMISSION EXPIRES
FEBRUARY 18, 2013

State of California }
County of Sacramento } ss.

On OCT 13 2009, before me Jane Quick, Notary Public, personally appeared Noriko Colston, 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 Jane Quick

JANE QUICK
COMM. # 1793292
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. MAR 9, 2012

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Davidson County, Tennessee, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 13, on the Plan of Murray Heights, of record in Book 2663, Page 37, Register's Office for Davidson County, TN, to which plat reference is hereby made for a more complete description.

This being the same property conveyed by Substitute Trustee's Deed from Shapiro & Kirsch to Wells Fargo Bank, N.A. Trustee Pooling and Servicing Agreement Dated as of May 1, 2005 Asset-Backed Pass-Through Certificates Series 2005-WHQ3, filed of record Oct 30, 2009, in Instrument No. 20091030010049, in the Register's Office of Davidson County, Tennessee.

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 referred to as "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 the current year and all prior subsequent years, the payment which Grantor assumes (as 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;
6. Any conditions that would be revealed by a physical inspection and survey of the Property; and
7. Easements, restrictions, reservations, conditions, agreements and any and all other matters as shown of record.