This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37129
File Number: 09-000723

Power of Attorney of record in Instrument No. 20090420-0035452. filed of record, April 20, 2009, Davidson County, Tennessee

BILL GARRETT, Davidson County
Trans: T20090079106 DEEDWARR
Recvd: 11/20/09 10:54 4 pgs
Fees: 23.00 Taxes: 636.40
20091120-0106978

# SPECIAL WARRANTY DEED

| Address New Owner(s) as follows: | Send Tax Bill to: | Map/Parcel Number(s) |
|---|---|---|
| (Name)<br>Benjamin Smith and Julia Smith | (Name)<br>Benjamin Smith and Julia Smith | 19-073.01-0-018.00 |
| (Address)<br>1927 Riverwood Drive | (Address)<br>1927 Riverwood Drive | |
| (City) (State) (Zip)<br>Nashville TN 37216 | (City) (State) (Zip)<br>Nashville TN 37216 | |

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, **Residential Mortgage Trust 2008-R1,** Grantor, has this day bargained and sold, and does hereby transfer and convey unto **Benjamin Smith and Julia Smith,** Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # **19-073.01-0-018.00**

☒ Improved OR

☐ Unimproved property located at: **1927 Riverwood Drive, Nashville, TN 37216** 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 OCTOBER 28 2009, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

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.

Residential Mortgage Trust 2008-R1 by and through their duly appointed Attorney-in-Fact, Select Portfolio Servicing, Inc. fka Fairbanks Capital Corp.

By: _____
Name: DEBRA REILLY, DOC. CONTROL OFFICER
Title: _____

State of UTAH
County of SALT LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEBRA REILLY, DOC. CONTROL (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 DOC. CONTROL OFFICER (Title of Person signing) of SELECT PORTFOLIO SERVICING, INC. (Name of Company), as Attorney in Fact for Residential Mortgage Trust 2008-R1, 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 SALT LAKE, UTAH this OCTOBER 28, 2009.

NOTARY PUBLIC
JULEE METTERS
5960 So. Wahlquist Lane
Murray, Utah 84123
My Commission Expires
April 15, 2012
STATE OF UTAH

_____
Notary Public
My Commission Expires: _____

State of Tennessee
County of DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $172,000.00

_____
Affiant

Subscribed and sworn before me this 11/6/09.

MICHAEL T. MOSER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

_____
Notary Public
My Commission Expires: 3/20/10

# EXHIBIT "A"

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

Land in Davidson County, Tennessee, being Lot No. 22, of Block G on the Map of Country Club Estates of record in Book 843, page 95, Register's Office for said County.

Said Lot No. 22 fronts 100 feet on the northerly side of Williams Ferry Road and runs back between lines, 312 feet on the westerly line and 234.5 feet on the easterly line of the South line of Lot No. 25 on which it measures 62.5 feet.

Together with all rights in connection with an easement for a ½ inch water main along the southeast boundary of Lot 16 of Block "G" of said Subdivision for the use an benefit of Lot 22 of Block "G" as granted by instrument of record in Book 1260, page 494, said Register's Office.

This being the same property conveyed by Substitute Trustee's Deed from Deanna Dorrough, Co-Trustee, to Residential Mortgage Trust 2008-R1 filed of record March 31, 2009, in Instrument No. 20090331-0028783 in the Register's Office of Davidson County, Tennessee.