BOX 13
15538

SPECIAL WARRANTY DEED

THIS DEED, between Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America hereinafter called Grantor, and Andrew McTaggart and Diane McTaggart, husband and wife, hereafter called Grantee.

WITNESSETH, That said Grantor for and in consideration of the sum of ten dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, has bargained and sold, and by these presents, does transfer and convey unto the said Grantee, and unto its successors and assigns, certain property described as follows:

The following described property located in Davidson County, Tennessee, to-wit:

Lot 102, Section I, Apache Hills Subdivision, as shown by Plat appearing of record in Book 3842, PAge 155, of the Register's Office of Davidson County, Tennessee, to which Plat reference is hereby made for a more complete details of said lot.

This legal description is identical with that in Deed of Trust recorded in Instrument# 20030205-0015711 in the Register's Office of Davidson County, Tennessee.

For prior title, see Deed recorded in Instrument# 20091006-0092668, in said Register's Office.

TO HAVE AND TO HOLD the said parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said Grantee and its successors and assigns, forever.

Subject to any unpaid taxes, easements and restrictions.

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY TO A BONAFIDE PURCHASER FOR VALUE FOR A SALES PRICE OF GREATER THAN $70,440.00 FOR A PERIOD OF THREE MONTHS 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 $70,440.00 FOR A PERIOD OF THREE MONTHS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.

Grantor does further covenant and bind Grantor's successors, to warrant and forever defend the title to the said Grantee and its successors and assigns, against the lawful claims of all persons by, through or under it, but not further or otherwise.

Fannie Mae A/K/A Federal National Mortgage Association

By: Shapiro & Kirsch, LLP, Attorney-in-Fact

BY: Scedella McAtee

Scedella McAtee

Title: Authorized Signatory

BILL GARRETT, Davidson County
Trans:T20100003950 DEEDWARRSP
Recvd: 01/21/10 09:22 2 pgs
Fees:13.00 Taxes:217.19

20100121-0005111

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, in and for said State and County aforesaid, duly commissioned and qualified, personally appeared SCEDELLA MCATEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be) and who, upon oath, acknowledged herself to be an authorized signatory of SHAPIRO & KIRSCH, LLP, the Attorney-in-Fact for Fannie Mae A/K/A Federal National Mortgage Association, the within named bargainor, and that she, as such authorized signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Federal National Mortgage Association by SHAPIRO & KIRSCH, LLP, as Attorney-in-Fact, and who acknowledged that she executed the same as the free act and deed of SHAPIRO & KIRSCH, LLP, as the free act and deed of Federal National Mortgage Association.

WITNESS my hand and Official Seal at Office this 31st day of December, 2009.

Notary Public

ROBERT SCHNEIDER STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY

My Commission Expires: 3-25-12

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is $58,700.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Victor H. Wood Notary Public My Comm. Exp. 03/20/2010 State of TENNESSEE Davidson County

WITNESS my hand and Official Seal at Office this 15th day of January, 2009.

Notary Public

My Commission Expires: 3/20/2010

Property Address: 4055 Apache Trail, Antioch, TN 37013

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Andrew McTaggart and Diane McTaggart
1152 Allen Rd.
Murfreesboro TN
37129

S & K File # 09-022466

Map & Parcel - 148150003.00

THIS INSTRUMENT PREPARED BY:
Law Office of Shapiro & Kirsch, LLP
6055 Primacy Parkway, Suite 410
Memphis, TN 38119