BILL GARRETT, Davidson County
Trans:T20100014795 DEEDWARRSP
Recvd: 03/12/10 11:08 5 pgs
Fees:28.00 Taxes:55.50

20100312-0019040

RETURN TO:
Real Estate Loan Services
1100 Kermit Drive, Suite 204
Nashville, TN 37217

This instrument prepared by:
Fidelity Residential Solutions
4111 South Darlington, Suite 950
Tulsa, OK 74135
605309 321970659
Diane Scocos

SPECIAL WARRANTY DEED
(Corporation)

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
(NAME) Claude M. Gatebuke	(NAME) Same	81-10-106-00
(STREET ADDRESS OR ROUTE NUMBER) 269 Largo Drive	(STREET ADDRESS)	
(CITY) (STATE) (ZIP) Nashville, TN 37211	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, Wells Fargo Bank, NA as Trustee under the Pooling and Servicing Agreement Dated as of October 1, 2004 Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2004-WMC5 ,a national banking association organized and exisiting under the laws of the United States of America have this day bargained and sold, and do hereby transfer and convey unto the said Claude M. Gatebuke the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson, Tennessee as follows:

See Attached Exhibit "A".

Being that same property described in and conveyed to the Grantor herein by Special Warranty Deed of record at Instrument No. _____ in the Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON The actual consideration or value whichever is greater, for this transfer is $ 15,000.00

Affiant Claude Gatebuke

Subscribed and sworn to before me this the 10th day of ~~February~~ March 2010

Notary Public

My commission expires:
(Affix Seal)

WAYNE THOMAS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires November 4, 2013

Reservation from and Exceptions to Conveyance and Warranty:

(1) All Easements, rights of way and prescriptive rights whether of record or not, pertaining to any portions(s) of the herein described property (hereinafter, the "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 and subsequent years, the payment of which Grantee assumes (at 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; and

(6) Any conditions that would be revealed by a physical inspection and survey of the Property.

This is unimproved ( ), known as 2522 Santi Ave, Nashville, TN 37208
improved XX

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons claiming by, through or under the grantor.

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.

FEB 0 2 2010

Witness our hand this _____ day of _____, _____, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Wells Fargo Bank, NA as Trustee under the Pooling and Servicing Agreement Dated as of October 1, 2004 Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2004-WMC5
By Barclays Capital Real Estate Inc., a Delaware Corporation, d/b/a HomEq Servicing, attorney in fact

By: _____

Printed Name: Nerika Colston

Its: Assistant Secretary

(Corporate Seal)

STATE OF
COUNTY OF

On this day before me, _____, a Notary Public personally appeared _____, to me personally well-known, who acknowledged that he/she is the _____ of Barclays Capital Real Estate, Inc., a Delaware Corporation, d/b/a HomEq Servicing, attorney in fact for Wells Fargo Bank, NA, as Trustee under Pooling and Servicing Agreement dated as of October 1, 2004 Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2004-WMC5 a national banking association, and that he/she, as such officer, being authorized so to do, has executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association as such attorney-in-fact by himself/herself as such officer.

Witness my hand and seal, this _____ day of _____, _____.

_____ (This area for official notarial seal)
Notary Public
My Commission Expires:

State of California }
County of Sacramento } ss.

On FEB 0 2 2010, before me, K. Munoz, 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 K. Munoz

K. MUNOZ
COMM. # 1793282
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. MAR 7, 2012

Power of Attorney of record as Instrument No. 20091030-0100490, in the Register's Office for Davidson County, Tennessee.

Exhibit "A"

Described property located in Davidson County, Tennessee, to wit:

Lot Number 21 in Cobb's Subdivision of Lot Number 6 of the Subdivision of Hardings Bosley Tract, in the plan of which Subdivision is of record in Book 161, Page 155, of the Register's Office for said County.

Said Lot Number 21 fronts 50 feet on the northerly side of Rose, formerly Yarbrough Street, and extends back northerly between parallel lines 150 feet to an alley in the rear.

Being the same property conveyed to Wells Fargo Bank, NA as Trustee under Pooling and Servicing Agreement dated as of October 1, 2004 Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed certificates, series 2004-WMC5 by Substitute Trustee's Deed from Shapiro & Kirsch, LLP., as Substitute Trustee by Ashley M. Jones, Authorized Agent, dated November 11, 2008, recorded December 11, 2008, of record in Instrument Number 20081211-0119521, in the Register's Office of Davidson County, Tennessee.

09N2876