BILL GARRETT, Davidson County
Trans:T20100036369 DEEDWARRSP
Recvd: 06/15/10 14:22 4 pgs
Fees:23.00 Taxes:481.00
20100615-0046533

This Instrument Prepared by and Return To:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37129
File Number **2010020014TN**

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) **Mark Oyston** **Christine Ann Oyston**	(Name) **Mark Oyston** **Christine Ann Oyston**	**86.08-0A-048.00**
(Address) **2300 Willesden Green aka 2012 Strombury Drive**	(Address) **2300 Willesden Green aka 2012 Strombury Drive**	
(City) (State) (Zip) **Nashville, TN 37076**	(City) (State) (Zip) **Nashville, TN 37076**	

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($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, **DLJ Mortgage Capital, Inc.,** Grantor has this day bargained and sold, and does hereby transfer and convey unto **Mark Oyston and Christine Ann Oyston,** Grantee(s) herein, their successors, heirs and assigns, that certain real estate situated and being in the City of Nashville, County of Davidson, State of Tennessee, described in Exhibit "A" attached hereto and made a part hereof.

Parcel ID# **86.08-0A-048.00**

X Improved OR

Unimproved property located at: **2300 Willesden Green aka 2012 Strombury Drive, Nashville, TN 37076**

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 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 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 14 day of May 2010, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

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

By: **DEBRA REILLY, DOC. CONTROL OFFICER**

Title:_____

State of Utah
County Salt Lake

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **DEBRA REILLY, DOC. CONTROL OFFICER** (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/herself to be the DOC. CONTROL OFFICER (Title of Person Signing) of Select Portfolio Servicing, Inc. fka Fairbanks Capital Corp., as Attorney in Fact for **DLJ Mortgage Capital, Inc.** the within name bargainor and that he/she/they 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 City, this 14 day of May 2010.

Notary Public
My Commission Expires:

T. VANDERLINDEN
Notary Public State of Utah
My Commission Expires on:
October 10, 2012
Comm. Number: 576417

State of Tennessee
County of Rutherford

The actual consideration or value, whichever is greater, for this transaction is $130,000.00.

Affiant

Subscribed and sworn before me this 4th day of ~~May~~ June 2010

Notary Public
My Commission Expires:

CRYSTAL ROZENBAUM
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

MY COMMISSION EXPIRES
FEBRUARY 18, 2013

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. 455, on the Plan of Camden Woods, Phase III-A, a Planned Unit Development, of record in Plat Book 7900, Page 571, Register's Office of Davidson County, Tennessee, to which said plan reference is hereby made for a amore complete and accurate legal description thereof.

This being the same property conveyed by Successors Trustee's Deed executed by Everett L. Hixson, Jr. as Successor Trustee to DLJ Capital Mortgage, Inc. filed for record February 11, 2010 in Instrument No. 20100211-0010752, Davidson County, Tennessee records.

EXHIBIT "B"

"Grantor covenants that it is seized and possessed of 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 of 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.