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 ~~Brandon Burger~~ Forrest B. Burger and wife, Ashley M. Burger, 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:

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

The following described property located in Third (3rd), formerly the Second (2nd), Civil District of Davidson County, Tennessee, to-wit:

The northerly part of Lot Number 59 on the Plan of Bluefield, as shown on Plat of record in Book 843, Page 34, in the Register's Office for said County.

Said part of Lot Number 59 fronts 100 feet on the easterly side of Cumberland Circle and runs back 545.9 feet on the northerly line and 545 feet, more or less, on the southerly line to a westerly line of Lot Numbers 50 and 51, respectively, and measure 144 feet thereon.

This legal description is identical with that in Deed of Trust recorded in Instrument Number 20040503-0050060 in the Register's Office of Davidson County, Tennessee.

For prior title, see Deed recorded in Instrument Number 20100309-0018080, 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 $206,400.00 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 $206,400.00 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:T20110008835 DEEDWARRSP
Recvd: 02/11/11 10:46 2 pgs
Fees:13.00 Taxes:636.40
20110211-0011968

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 4th day of February, 2011.

Notary Public

ROBERT L. SCHNEIDER NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SHELBY

My commission expires: 3-25-12

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $172,000.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 9th day of February, 2011.

Notary Public

PAM McBROOM NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN. My Commission Expires MAY 20, 2014

My commission expires:

Property Address: 217 Cumberland Circle, Nashville, Tennessee 37214

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Brandon Burger

217 Cumberland Circle

Nashville, TN 37214

S & K File # 10-006912

Map & Parcel - 096050034.00

THIS INSTRUMENT PREPARED BY:
Shapiro & Kirsch, LLP
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566

RETURN TO
ROBERT L. SCRUGGS ATTORNEY
2525 21ST AVE. S, 2ND FLOOR
NASHVILLE, TENNESSEE 37212