THIS INSTRUMENT PREPARED
BY ~~& RETURN TO:~~
Johnson & Freedman, LLC
1587 N.E. Expressway
Atlanta, GA 30329
File No.: FNM2011051611TN1

Return To:

Fearnley & Califf, PLLC
25 Century Blvd
Suite 212
Nashville, TN 37214

BILL GARRETT, Davidson County
Trans:T20110046912 DEEDWARRSP
Recvd: 08/02/11 11:45 4 pgs
Fees:23.00 Taxes:188.70
20110802-0059254

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into on 28th day of July, 2011, by and between **Federal National Mortgage Association** as party of the first part, located at 14221 Dallas Pkwy, Dallas, TX 75254 and, **Ernest J. Phipps Revocable Living Trust,** party(ies) of the second part located at 4070 Lake Parkway, Hermitage, TN 37076;
* Ernest J. Phipps, Trustee

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell convey and confirm unto the said party of the second part the following real estate, situated and being in the County of Davidson, State of Tennessee:

Being Unit No. 156 on Plan of Brooke Castle of record in Plat Book 6250, Page 627 and amended in Book 6727, page 762, Register's Office for Davidson County, Tennessee to which reference is hereby made for a more complete legal description.

Being the same property conveyed to Lola A. Bodhaine, unmarried by deed from Ridgewood Development as executed on 7/20/90 and filed for record on 5/8/90 in Deed Book 8099, page 100, Register's Office for said County.

Being the same property conveyed to Lola Bodhaine, an Unmarried Woman by deed from Ridgewood Development, Inc. as of record in Record Book 8099, Page 100, Register's Office for said County.

The last deed of record was recorded at Instrument #20110502-0033184, Register of Deeds Office for Davidson County, Tennessee.

Grantee herein shall be prohibited from conveying captioned property to a bonafide purchaser for value for a sales price greater than $61,200.00 for a period of 3 month(s) 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 $61,200.00 for a period of 3 month(s) from the date of this deed. These restrictions shall run with the land and are not personal to Grantee. These restrictions shall terminate immediately upon conveyance at any foreclosure sale related to a mortgage or deed of trust.

Property: 156 Brooke Castle Drive Hermitage TN 37076
Parcel ID No.: 075-08-0A-05.00-C0

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same;

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons claiming by, through, or under it, but not further or otherwise

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, THE undersigned **Federal National Mortgage Association**, has caused this instrument to be executed by its duly authorized officer and agent the day and year first above written.

Federal National Mortgage Association
By Johnson & Freedman, LLC, as
Attorney-in-Fact by POA recorded at
Instrument No. 09130828, Shelby
County Records, Tennessee

BY: _____, AIF

TITLE: Associate

STATE OF GEORGIA

COUNTY OF DEKALB

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Tiffiny H. Wolf of Johnson & Freedman, LLC as Attorney-in-Fact for **Federal National Mortgage Association**, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person), and who, upon his or her oath, acknowledged himself or herself to be authorized to sign on behalf of Johnson & Freedman, LLC as Attorney-in-Fact of **Federal National Mortgage Association,** the within named bargainor, and as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing thereto the name of the corporation by himself or herself as such officer.

WITNESS my hand and Notarial Seal at office this 28th day of July, 2011,



Linda J. Pyron
Notary Public

My Commission Expires: 10/30/11

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Property: 156 Brooke Castle Drive Hermitage TN 37076
Parcel ID No.: 075-08-0A-05.00-C0
File Number: FNM2011051611TN1

Mail Tax Notices To and Property Owner:
Ernest J. Phipps
4090 Lake Parkway
Hermitage, TN 37076

I, or we, 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 $ 51,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 28th day of July 2011.

Notary Public

My Commission Expires: 10/30/11

LINDA J. PYRON
NOTARY PUBLIC
CHEROKEE COUNTY, GA
MY COMMISSION EXPIRES
OCT. 30 2011