This Instrument Prepared by and Return To:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37129
File Number **2011070116TN**

Power of Attorney of record in Instrument No. 20101102-0087696, Davidson County, Tennessee records.

# SPECIAL WARRANTY DEED

| Address New Owner(s) as follows: | Send Tax Bill to: | Map/Parcel Number(s) |
|---|---|---|
| (Name)<br>**James J. Reese, Jr.** | (Name)<br>**James J. Reese, Jr.** | **149110A00090-CO** |
| (Address)<br>**8444 Merrymount Drive** | (Address)<br>**8444 Merrymount Drive** | |
| (City) (State) (Zip)<br>**Nashville, TN 37221** | (City) (State) (Zip)<br>**Nashville, TN 37221** | |

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, **PNC Bank, National Association,** Grantor has this day bargained and sold, and does hereby transfer and convey unto **James J. Reese, Jr.,** Grantee(s) herein, their successors, heirs and assigns, that certain real estate situated and being in the City of Antioch, County of Davidson, State of Tennessee, described in Exhibit "A" attached hereto and made a part hereof.

Parcel ID# **149110A00090-CO**

X Improved OR

Unimproved property located at: **1102 Rural Hill Road, Antioch, TN 37013**

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 04 day of November 2011, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

BILL GARRETT, Davidson County
Trans:T20110070823 DEEDWARRSP
Recvd: 11/09/11 12:08 4 pgs
Fees:23.00 Taxes:227.55
20111109-0087701

**PNC Bank, National Association by their duly appointed Attorney-in-Fact, Select Portfolio Servicing, Inc.,**

11-4-11

By: CHERYL E. KRUEGER, 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 CHERYL E. KRUEGER, 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., as Attorney in Fact for **PNC Bank, National Association** 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 04 day of November 2011.

DHARI HANDY
*Notary Public State of Utah*
My Commission Expires on:
October 10, 2012
Comm. Number: 576414

Notary Public
My Commission Expires : 10/10/2012.

State of Tennessee
County of Rutherford

The actual consideration or value, whichever is greater, for this transaction is $61,500.00.

Affiant

Subscribed and sworn before me this 8th day of November 2011

CRYSTAL ROZENBAUM
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Notary Public
My Commission Expires

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. 9, on the Plan of Rice Hill, Phase I, of record in Book 6250, Page 858, Register's Office for said County, to which plan reference is hereby made for a more complete description.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

This conveyance is subject to all matters as set forth in the Plan of record in Plat Book 6250, page 858; Declarations of Convents, Conditions and Restrictions of record in Book 6812, page 48; Boundary Plat of record in Book 6250, page 857; Charter of record in Book 6824, page 986 and Book 8348, page 517; Conveyance of Common Areas of record in Book 7097, page 613; Ingress-Egress to Graveyard of record in Book 256, page 368 and By-Laws of record in Book 6812, page 55, said Register's Office, and any and all other easements, restrictions, and conditions or record which may affect said property in the Register's Office for Davidson County, Tennessee.

This being the same property conveyed by Substitute Trustee's Deed from Shapiro & Kirsch, LLP, as Substitute Trustee to PNC Bank, National Association, filed for record July 13, 2011, in Instrument No. 20110713-0053554, 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.