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BILL GARRETT, Davidson County
Trans:T20140043864 DEEDWARRSP
Recvd: 06/20/14 11:08 5 pgs
Fees:28.00 Taxes:469.16
20140620-0054056

This Instrument Prepared By:
Leila H. Hansen, Esq.
9041 S. Pecos Road, #3900
Henderson, Nevada 89074

SPECIAL WARRANTY DEED

TITLE OF DOCUMENT

ADDRESS NEW OWNER AS FOLLOWS:	MAIL TAX STATEMENT TO:	MAP PARCEL NUMBERS:
Ryan Todd Horvath	Summit Funding, Inc.	135-12E/235.00 CO
2470 Nashboro Blvd, Unit 235	2601 Fair Oaks Blvd.	
Nashville, TN 37217	Sacramento, CA 95864	

FOR AND IN CONSIDERATION of the sum of SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00), cash in hand paid by the grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-39CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-39CB** has this day bargained and sold, and does hereby transfer and convey unto the said **Ryan T. Horvath, a single man**, Grantee herein, its successors and assigns, certain real estate in Davidson County, Tennessee as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Being the same property conveyed to The above grantor by Deed from the Substitute Trustee of record as Instrument No 20140422-0033361 in said Register's Office.

The express purpose of this conveyance is to Transfer Title.

This is unimproved ( ) property known as 2470 Nashboro Boulevard Nashville, TN 37217
Improved (X)

I/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, except for those encumbrances of record in the Register's Office of Knox County, Tennessee.

AND I/WE WARRANT the title against all persons claiming under Grantor, but not otherwise.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever IN FEE SIMPLE; so that neither Grantor or Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

- "Grantor covenants that it is seized and possessed of the 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 exceptions to this conveyance and the warranty of title made herein shall apply:
    - i. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property")
    - ii. All valid oil, gas and mineral rights, interest 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
    - iii. 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
    - iv. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portions(s) thereof
    - v. 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 absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes
    - vi. Any conditions that would be revealed by a physical inspection and survey of the Property."

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 this 17 day of June, 2014, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

The Bank of New York Mellon, fka The Bank of New York as Trustee for the Benefit of The Certificate Holders of The CWALT, Inc., Alternative Loan Trust 2006-39CB, Mortgage Pass Through Certificates, Series 2006-39CB by its attorney in fact New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing

By: _____
Corporate Officer
Printed Name & Title: Michael Katon, Exec Vice President

ACKNOWLEDGMENT

STATE OF SC)

COUNTY OF Greenville) ss

Before me, Mary Porto, a Notary Public of the State and

County aforesaid, personally appeared Michael Katon with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged Himself to be Executive Vice President of **New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, attorney in fact The Bank of New York Mellon, fka The Bank of New York as Trustee for the Benefit of The Certificate Holders of The CWALT, Inc., Alternative Loan Trust 2006-39CB, Mortgage Pass Through Certificates, Series 2006-39CB**, the within named bargainor, a corporation organized and operating under the laws of the State of Delaware, and that he/she as such Executive Vice President executed the foregoing instrument for the purposes contained therein, by signing the name of the corporation by himself/herself as _____.

NOTARY STAMP/SEAL

MARY PORTO
Notary Public, State of South Carolina
My Commission Expires 2/4/2024

MARY PORTO
NOTARY
PUBLIC
SOUTH CAROLINA

WITNESS my hand and official seal,
at office in Greenville SC
this 17 day of June, 2014.

_____
NOTARY PUBLIC
MY Commission Expires: _____

AFFIDAVIT OF VALUE

STATE OF Tennessee)

COUNTY OF Davidson)

The actual consideration or value whichever is greater, for this transfer is $ 126,800.00

Subscribed and sworn to before me this the 17th day of June, 2014.

(Affix Seal)

Affiant

Notary Public

My Commission Expires: 11/5/14

THERESA L. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 5, 2014

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIDSON, STATE OF Tennessee, AND IS DESCRIBED AS FOLLOWS: LAND IN DAVIDSON COUNTY, TENNESSEE BEING UNIT NO. 235, ON THE PLAN OF PHASE TWO, NASHBORO VILLAGE T RACT #21 OF RECORD IN BOOK 4660, PAGE 159, AS AMENDED BY INSTRUMENT NUMBER 200502220018814 AND AS NOW INCLUDED IN THE HORIZONTAL PROPERTY REGIEME, PRIVATE ELEMENT, NASHBORO - POINT, AS RECORDED IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. Parcel ID: 135-12E/235.00 CO

THIS CONVEYANCE IS SUBJECT TO ANY AND ALL RESTRICTIONS, EASEMENTS, SETBACK LINES, CONDITIONS, PLAT OF RECORD, AND ENCUMBRANCES OF RECORD IN THE REGISTER'S OFFICE FOR THE AFORESAID COUNTY.