Davidson County DEEDWARRSP
Recvd: 04/02/15 14:57 5 pgs
Fees:28.00 Taxes:395.90
20150402-0029038

File Number: 11621

After Recording Return To:
Avenue 365 Lender Services
401 Plymouth Road, Ste 550
Plymouth Meeting, PA 19462

This instrument prepared by:
Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Tennessee Bar Number: 015569.

New Property Owner/Mail Tax Statements To:
Habitat for Humanity of Greater Nashville, 2950 Kraft Dr, Ste 100, Nash. TN 37204

PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER
165-13-0A-018.00-C

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 3/5, 2015, by and between **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-11,** whose mailing address is **c/o New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, 55 Beattie Place, Suite 110, Greenville, SC 29601,** hereinafter grantor, and party of the first part, for $107,000.00 (One Hundred Seven Thousand Dollars and Zero Cents) in consideration paid grants with covenants of limited warranty to **Habitat for Humanity of Greater Nashville,** hereinafter grantee, party of the second part, whose tax mailing address is 2950 Kraft Dr., Ste 100, Nash TN 37204, the real property described in the **Attached Exhibit A:**

WITNESSETH: That for and in consideration $107,000.00 (One Hundred Seven Thousand Dollars and Zero Cents), 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 described real estate as set forth in the **Attached Exhibit A.** Said property is commonly known as **4425 Stoneview Drive, Antioch, TN 37013.**

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the seller acquired title.

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.

Being the same property conveyed to the part of the first part and recorded at:
Instr # 20150127-000732

"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."

Executed by the undersigned on 3-5, 2015:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-11 by its attorney in fact New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing

By: _____

Name: desantos

Its: V.P.

STATE OF SC

COUNTY OF Greenville

The foregoing instrument was acknowledged before me this 5 day of March, 20 15, by Jason Yates (name of officer or agent) as VP (title of officer or agent) 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 CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-11**(name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Witness my hand and seal, this 5 day of March, 2015

_____
Notary Public

My Commission Expires _____

WENDY M. ARMONAITIS
Notary Public, State of South Carolina
My Commission Expires 8/6/2023

WENDY M. ARMONAITIS
NOTARY
PUBLIC
SOUTH CAROLINA

Maximum principal indebtedness for Tennessee recording tax purposes is $107,000.00
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

State of Tennessee
County of Davidson

I, or we, 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 $107,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Subscribed and sworn to before me

This 27th day of March, 2015.

Affiant

Carl Dunphy
Print Name

(Seal)

Notary Public

HAL E. WILSON, III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires:

7/6/15

Hal E. Wilson III
Print Name

CTIC# N/A

Exhibit A

Land in Davidson County, Tennessee, being Lot No. 370 on the Plan of Peppertree Forest, Section 5, Planned Unit Development of record in Plat Book 7900, Page 499, Register's Office for said County, to which reference is made for a more complete description. Parcel ID: 165-13-0A-018.00-C

I, Andy Maloney, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of TN
County of Davidson

Personally appeared before me, Jennifer Pierce, a notary public for this county and state, Andy Maloney, who acknowledges that this certificate of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My commission expires: 11-6-17

JENNIFER R. PIERCE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY