

ENVELOPE

SPECIAL WARRANTY DEED

Grantee's Address:

Mark Godfrey
Angela Godfrey

Tax Mailing Address & Mail to:

Mark Godfrey
Angela Godfrey

Drawn by:


Shapiro & Ingle, L.L.P., Harrison Rushton
8520 Cliff Cameron Drive, Suite 300
Charlotte, NC 28269
0760 208

Tax ID#:

Revenue Stamps: \$50.00

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

2005017554 00284


 FORSYTH CO, NC FEE \$17.00
 STATE OF NC REAL ESTATE EXT
\$50.00
 PRESENTED & RECORDED:
 03-22-2005 04:00 PM
 DICKIE C WOOD
 REGISTER OF DEEDS
 By:TIMOTHY R WILLIAMS ASST
BK:RE 2550
PG:3038-3039

THIS INDENTURE Made this 22 day of March, 2005, **The Bank of New York, as Trustee Under the Pooling and Servicing Agreement dated as of August 31, 1997, Series 1997-C**, hereinafter GRANTOR, and **Mark Godfrey and wife, Angela Godfrey**, hereafter GRANTEE. The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Forsyth County, North Carolina and more particularly described as follows:

Located in Forsyth County, North Carolina: Being known and designated as Lot 208 on the Map of Pack Builders and Supply, Inc. recorded in the Office of the Register of Deeds of Forsyth County, North Carolina in Plat Book 15, at Page 17, and being part of the property conveying to Pack Builders and Supply, Inc. by Harrell V. Pack and wife, Jeanette W. Pack, by deed recorded in Deed Book 597, Page 330; Also known as Lot 208, Tax Block 760, Forsyth County, North Carolina, Tax Maps.

Property Address: 819 Brookline Street, Winston-Salem, NC 27107

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And the Grantor covenants with the Grantee, the Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

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.

- (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, the "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 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 presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and

(6) Any conditions that would be revealed by a physical inspection and survey of the property

The Bank of New York, as Trustee for the Pooling and Servicing Agreement referenced above, has delegated certain authority. Pursuant to this authority, the undersigned is empowered to "execute all contracts, agreements, deeds, endorsements, assignments and other instruments necessary to effect any such sale, transfer or disposition and to assign the right to any deficiency judgment and or deficiency claim incident to a foreclosure or defaulted loan." This deed is a disposition within the above definition and the undersigned has proper authority to execute this deed.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand; or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.



The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of August 31, 1997, Series 1997-C

By: HomEq Servicing Corporation, a New Jersey corporation, successor in interest to The Money Store Inc., a New Jersey corporation, Servicer

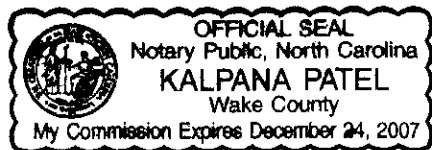
By: Shallina Hudson

Its: Shallina Hudson

STATE OF NC)
COUNTY OF Wake) SS.

I, Kalpana Patel, a Notary Public for Wake County, NC [State], do hereby certify that Shallina Hudson personally came before me this day and acknowledged that she/he is Assistant Vice President of HomEq Servicing Corporation, a New Jersey Corporation, successor in interest to The Money Store, Inc., Servicer, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name. The authority to executed and acknowledge this instrument is delegated to HomEq Servicing Corporation by The Bank of New York, Trustee and the authority to so delegate is contained in The Pooling and Servicing Agreement dated 8-31-97.

Witness my hand and official seal, this the 24 day of Jan, 2005.



Kalpana Patel
Notary Public

My Commission Expires: 12-24-07
(Affix Notarial Seal)

STATE OF NC - FORSYTH CO The foregoing certificate(s) of:
Kalpana Patel NP(s)
is certified to be correct at the date of recording shown on the first page hereof,
Dickie C. Wood, Register of Deeds by [Signature] Deputy/Asst.