



2008021102 00166

FORSYTH CO, NC FEE \$20.00
STATE OF NC REAL ESTATE EXTX

\$35.00

PRESENTED & RECORDED:

04-24-2008 04:02 PM

KAREN GORDON
REGISTER OF DEEDS
BY: TIMOTHY R WILLIAMS
ASST

BK: RE 2827
PG: 2252-2254

SPECIAL WARRANTY DEED

Mail to: A & R Property Investments, LLC
1314 North Jackson Ave.
Winston-Salem, NC 27101

ENVELOPE

Drawn by: Shapiro & Ingle, L.L.P.
8520 Cliff Cameron Drive
Suite 300
Charlotte, NC 28269

Tax ID#: 0416 022 \$35.00 REVENUE STAMPS

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

THIS INDENTURE Made this 10th day of April, 2008, between Wells Fargo F/K/A Norwest Bank of Minnesota, National Association, as Trustee for the registered holders from time to time for First Union Home Equity Loan Trust 1998-1, Home Equity Loan Asset Backed Certificates, Series 1998-1, hereinafter GRANTOR, and A & R Property Investments, LLC, 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:

Being Lot No. 22 as shown on the plat of Eastern Heights as recorded in Book 73 page 546 in the office of the Register of Deeds of Forsyth County, North Carolina. (Deed Book 175 Page 234). Being the same as that described in deed book 1343 page 734, Public Registry of Forsyth County, North Carolina.

Property Address: 1314 North Jackson Ave., Winston-Salem, NC 27101

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 company agrees to accept the referenced instruments when executed by an appropriate officer of HomeEq without requiring confirmation documentation from Wells Fargo F/K/A Norwest Bank of Minnesota, National Association ("Bank"), if the interest of the Bank in the land is derived through the Pooling and Servicing Agreement referenced above.

The Wells Fargo F/K/A Norwest Bank of Minnesota, National Association, as Trustee, 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 of disposition and to assign the right to any deficiency judgment and or deficiency claim incident to a foreclosure or defaulted loan." The deed is a disposition within the above definition and the undersigned has proper authority to execute this deed.

The deed is a disposition within the above definition and the undersigned has proper authority to execute this deed.

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.

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.

Wells Fargo F/K/A Norwest Bank of Minnesota, National Association, as Trustee for the registered holders from time to time for First Union Home Equity Loan Trust 1998-1, Home Equity Loan Asset Backed Certificates, Series 1998-1, by and through its Attorney in Fact Barclays Capital Real Estate Inc., a Delaware Corporation, d/b/a HomEq Servicing.

By:

Jeff Szymendera

President

Jeff Szymendera
Vice President

STATE OF NC
COUNTY OF Wake)SS.

On this 10 day of April, 2008, before me, the undersigned Notary Public, personally appeared Jeff Szymendera personally known to me to be the Vice President of Barclays Capital Real Estate Inc., a Delaware Corporation, d/b/a HomEq Servicing and being by me duly sworn and known to me to be the person who executed the within instrument on behalf of said Barclays Capital Real Estate Inc., a Delaware Corporation, d/b/a HomEq Servicing, a company that executed and whose name is subscribed to the within instrument as the attorney-in-fact for **Wells Fargo F/K/A Norwest Bank of Minnesota, National Association, as Trustee for the registered holders from time to time for First Union Home Equity Loan Trust 1998-1, Home Equity Loan Asset Backed Certificates, Series 1998-1**, and acknowledged to me that he/she subscribed the name of **Wells Fargo F/K/A Norwest Bank of Minnesota, National Association, as Trustee for the registered holders from time to time for First Union Home Equity Loan Trust 1998-1, Home Equity Loan Asset Backed Certificates, Series 1998-1**, thereto as principal and the name of Barclays Capital Real Estate Inc., a Delaware Corporation, d/b/a HomEq Servicing as attorney-in-fact for said **Wells Fargo F/K/A Norwest Bank of Minnesota, National Association, as Trustee for the registered holders from time to time for First Union Home Equity Loan Trust 1998-1, Home Equity Loan Asset Backed Certificates, Series 1998-1**, and that said Company executed the same as such attorney in fact and that the authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds, County of Mecklenburg, State of North Carolina, on the 7th day of November, 2006, Book 21326, Page 722.

KALPANA PATEL
NOTARY PUBLIC
Wake County, North Carolina
My Commission Expires December 24, 2012

Kalpana Patel
Notary Public

My Commission Expires: _____
(Affix Notarial Seal)

08-101353