0066770

IDENTIF. ↑ REFERENCE

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law
2405 Crestmoor Road; P.O. Box 150157
Nashville, Tennessee 37215-0157
Ph. (615) 298-3312 - Fax. 292-8746

95 JUN -5 AM 10: 15

FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TN.

W & I Ref: (cmw) Title No: 36540
Dav. Co. File: Box 8

BOOK 9690 PG 758

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Kenneth A. Franz Sandra J. Franz 839 Gallavista Avenue Madison, TN 37115	BankAmerica Mortgage 2810 North Parham Road Richmond, VA 23294

TAX MAP-PARCEL NUMBERS: 52-05-015 11D 70795

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Howard Morris Marchant, a single person,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Kenneth A. Franz and spouse, Sandra J. Franz,** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee, being Lot No. 10, Block E on the plan of Madison Park, being the revised plan of Power & Roth Subdivision, of record in Book 843, page 7, Register's Office for said County.

SAID Lot No. 10 fronts 50 feet on the easterly margin of Gallavista Avenue and extends back between parallel lines 200 feet to a line in the rear, measuring 50 feet thereon.

BEING the same property conveyed to Howard M. Marchant and wife, Doris M. Marchant by deed from Barry Dale and wife, Mary E. Dale of record in Book 6394, page 985, said Register's Office. The said Howard M. Marchant and Doris M. Marchant have since divorced, and by Quitclaim Deed of record in Book 6650, page 652, said Register's Office the said Doris Lynch Marchant conveyed her interest in subject property to Howard Morris Marchant.

Description Reference: The description is the same as that used in the last deed prior to this transaction..

Grantees herein, as part of the purchase price and consideration for this Deed, assume and agree to pay the indebtedness evidenced by that certain Deed of Trust made by Howard Morris Marchant to AmSouth Mortgage Company, which Deed of Trust is recorded in the Register's Office of Davidson County, Tennessee, in Book 6925, page 107 and assigned to Sovran Mortgage Corporatio by assignment of record in Book 7676, page 543, said Register's Office. And for the same consideration grantees hereby assume the obligations of Howard Morris Marchant under the terms of the instruments creating the loan to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned. This liability to the Department of Veteran Affairs is under the authority of chapter 37, Title 38 of the United States Code, and supersedes any state or local law barring or limiting deficiencies following foreclosure of real property.

This is improved property, known as: 839 Gallavista Avenue, Madison, TN 37115

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 2nd day of June, 1995.

Howard Morris Marchant

State of Tennessee
County of Davidson

BOOK 9690 PG 759

On this 2nd day of June, 1995, before me the undersigned authority, personally appeared **Howard Morris Marchant**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires:

CHRISTY WILKINS IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN My Commission Expires 9/16/96

Notary Public

State of Tennessee
County of Davidson

A F F I D A V I T

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 54900.00

Affiant

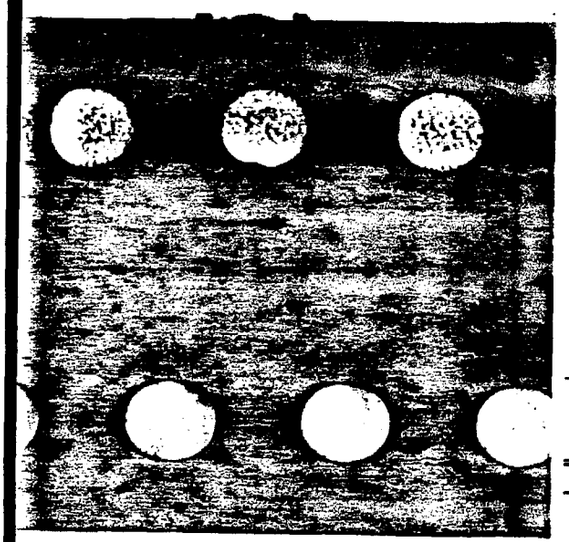
Sworn and subscribed before me on the 2nd day of June, 1995.

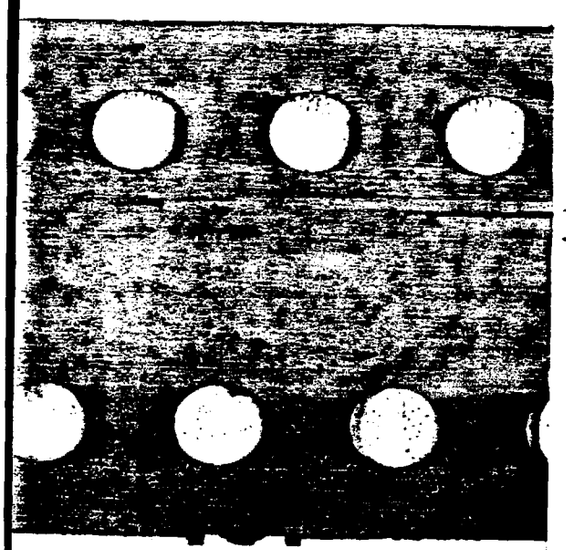
My Commission Expires:

CHRISTY WILKINS IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN My Commission Expires 9/16/96

Notary Public

7582 06/05 0101 03CHECK 212.13





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9690 PG 760

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 54900.00
CON TX 203.13
PRFEE 1.00
WDEED 8.00
TOTAL 212.13
CHECK 212.13

06/05/95 01 10:15 0001 7582

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0066770
IDENTIF. ↑ REFERENCE

95 JUN -5 AM 10:15
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 916877