#2082

THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN & BURNSED
424 CHURCH STREET, SUITE 1750
NASHVILLE, TN 37219

FILE IN BOX #33B
MAP 176-2
PARCEL 3

BOOK 9781 PG 409

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $66,269.31.

Terry Lee Smith
Affiant

Subscribed and sworn to before me this the 31st day of August, 1995.

SUSAN CALVERT-ROSENBERGER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 3/23/96

Notary Public

ADDRESS NEW OWNER(S) AS FOLLOWS:
THOMAS J. SULLIVAN&DIANE D. SULLIVAN
(Name)
4848 PEPPERTREE DRIVE
(Street Address)
ANTIOCH, TN 37013

SEND TAX BILLS TO: MORTGAGEE:
COUNTRYWIDE FUNDING CORPORATION
(Name)
400 COUNTRYWIDE WAY,#SV-31
(Street Address)
SIMI VALLEY, CA 93065

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantee(s)", and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, **TERRY LEE SMITH and wife, ANNE E. SMITH**, hereinafter called the "Grantor(s)", have bargained and sold, and by these presents do transfer and convey unto **THOMAS J. SULLIVAN and wife, DIANE D. SULLIVAN**, hereinafter called the "Grantee(s)", their 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 172, Peppertree Forest, Revised Section 1, of record in Book 6900, pages 973, 974 and 975, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Terry Lee Smith and wife, Anne E. Smith by Deed from Jerry Butler, a single person, of record in Book 8004, page 481, Register's Office for Davidson County, Tennessee.

This is improved property known as: 4848 Peppertree Drive
Antioch, TN 37013

Terry Lee Smith and Terry L. Smith are one and the same person.

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 TERRY LEE SMITH TO COUNTRYWIDE FUNDING CORPORATION, WHICH INSTRUMENT IS RECORDED IN THE OFFICE OF THE DAVIDSON COUNTY REGISTER, TENNESSEE IN BOOK 8004, PAGE 484. FOR THE SAME CONSIDERATION, GRANTEES HEREBY ASSUME ALL OBLIGATION OF TERRY LEE SMITH UNDER THE TERMS OF THE INSTRUMENTS CREATING AND SECURING THE LOAN REFERRED IN THE DEED OF TRUST AND ALSO AGREE TO INDEMNIFY THE DEPARTMENT OF VETERANS AFFAIRS TO THE EXTENT OF ANY CLAIM PAYMENT ARISING FROM THE GUARANTY OR INSURANCE OF

THE INDEBTEDNESS ABOVE MENTIONS. THIS LIABILITY TO THE DEPARTMENT OF VETERANS AFFAIRS IS UNDER THE AUTHORITY OF CHAPTER 37, TITLE 38 OF THE UNITED STATES CODE AND SUPERSEDES ANY STATE OF LOCAL LAW BARRING OR LIMITING DEFICIENCIES FOLLOWING FORECLOSURE OF REAL PROPERTY. GRANTEES FURTHER AGREE TO THE RELEASE OF ANY OR ALL PRIOR OBLIGORS OF THE INDEBTEDNESS ABOVE MENTIONED.

THIS conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said "Grantee(s)", their heirs and assigns forever; and "Grantor(s)" do covenant with the said "Grantee(s)" that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and "Grantor(s)" do further covenant and bind themselves, their heirs and/or assigns to warrant and forever defend the title to the said land to the said "Grantee(s)", their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the "Grantor(s)" have caused their names to be affixed hereto on this 31st day of August, 1995.

TERRY LEE SMITH

ANNE E. SMITH

STATE OF TENNESSEE)
DAVIDSON COUNTY)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named TERRY LEE SMITH and wife, ANNE E. SMITH, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of August, 1995.

Notary Public

My Commission Expires: 3/23/98

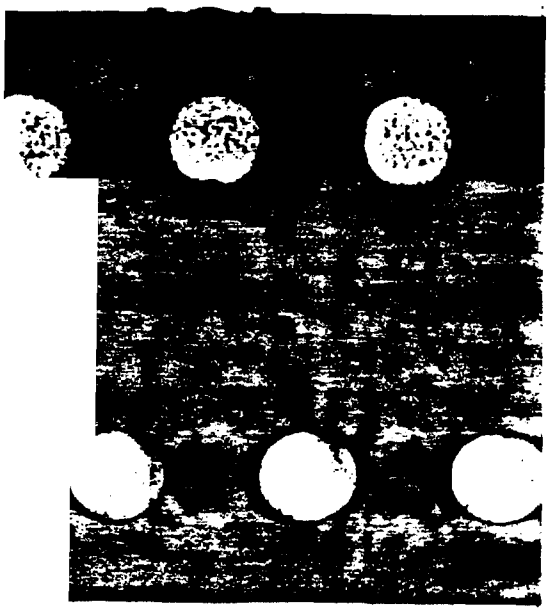
SUSAN CALVERT-ROSENBERGER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

sullivan.wd

009592 9

RECEIVED FOR REFERENCE
95 SEP -1 AM 10:04
DAVIDSON COUNTY, TN.

9422 09/01 0101 03CHECK 254.20



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

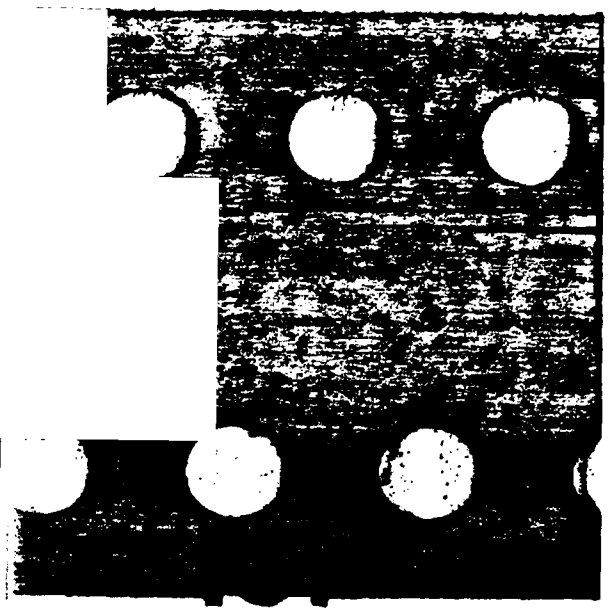
BOOK 9781 PG 411

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 66269.31
CON TX 245.20
PRFEE 1.00
WDEED 8.00
TOTAL 254.20
CHECK 254.20

09/01/95 01 10:04 0001 9422



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0095929
IDENTIF. & REFERENCE

95 SEP -1 AM 10:04
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 948331