WARRANTY DEED

LORI HOLLOWAY NOTARY PUBLIC AT LARGE RUTHERFORD CO. TENN.

My Commission Expires Oct. 9, 1999

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 10638 PG 107

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $76,081.69

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3RD DAY OF OCTOBER, 1997.

Notary Public

MY COMMISSION EXPIRES: October 9, 1999.

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Guaranty Title & Escrow Co., 2711 Murfreesboro Road, Suite 200, Antioch, TN 37013

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Terry DeSelms	Homeside Lending, Inc.	150-7-414
(NAME)	(NAME)	
3344 Towne Village Road	9601 McAllister Freeway	
(ADDRESS)	(ADDRESS)	
Antioch, TN 37013	San Antonio,Texas 78216	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **JAMES R. SHEPARD** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **TERRY DESELMS AND VICTOR HAZELWOOD** HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **DAVIDSON** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, being Lot No. 545, on the Plan of Towne Village of The Country, Section 4B, of record in Plat Book 6250, Page 496, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to James R. Shepard by deed of record in Book 9154, Page 594, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing restrictions and easements of record.

This instrument is executed on behalf of James R. Shepard by Harold Cook as his Attorney-In-Fact pursuant to recorded Power of Attorney of record in Book 10638 Page 106, in the Register's Office for Davidson County, Tennessee.

This conveyance is subject to a certain Deed of Trust securing the payment of a promissory note to Homeside Lending, Inc. of record in Book 6905, Page406, said Register's Office with a present unpaid balance of approximately $44,943.89, which the Grantees herein hereby assume and agree to pay. The escrow account in connection with said loan is hereby transferred to Grantee.

The grantee assumes the personal obligation of the grantor and/or original mortgagor under the terms of the Note and any instrument, regulations or laws creating the loan to indemnify the Department of Veterans Administration or Federal Housing Administration to the extent of any claim of payment arising from the guaranty or insurance of the indebtedness.

This is improved (X) property, known as 3344 Towne Village Road, Antioch, TN 37013
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs assigns forever, and we do covenant with the said GRANTEES that we 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 we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

BOOK 10638 PG 108

Witness my/our hand(s) this 3rd day of October, 1997.

James R. Shepard
by Harold Cook his attorney-in-fact

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Lori Holloway, a Notary Public in and for said County and State, the within named James R. Shepard, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Antioch, Tennessee this 3rd day of October, 1997

Commission expires: October 9, 1999

Lori Holloway Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 10/6/97 before me personally appeared Harold Cook, the person who executed the foregoing instrument on behalf of James R. Shepard, and acknowledged that he executed the same as the free act and deed of the said James R. Shepard, through Power of Attorney granted him, by the said James R. Shepard.

Notary Public

LORI HOLLOWAY
NOTARY PUBLIC AT LARGE
RUTHERFORD CO., TENN.

My Commission Expires Oct 9, 1999

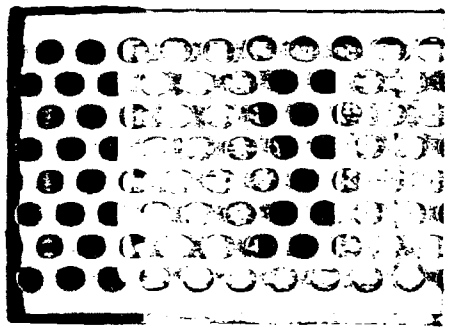
0356644

IDENTIFICATION/REFERENCE

97 OCT -7 AM 11:14

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

7333 10/07 0101 03CHECK 20.5



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 10638 PG 109

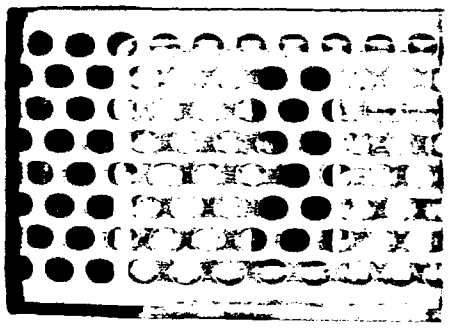
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CASH 280.51
PRFEE 1.00
MSCED 8.00
TOTAL 290.51
CHECK 290.51

10/07/97 01 11:14 0001 7333

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0356644
IDENTIFICATION REFERENCE

97 OCT -7 AM 11: 14
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1206669