40-A

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 10/09/00 16:00 3pgs
Fees:15.00 Taxes:296.69
20001009-0100308

CATHERINE C. HERSHEY
NOTARY PUBLIC AT LARGE
WILSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 80,186.01

Edwin G. Kirkland
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF October, 2000

Notary Public

MY COMMISSION EXPIRES: 11/30/2001
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Gibson & Gregory, Suite 1900, 201 Fourth Ave., N., Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edwin G. Kirkland (NAME)	Fleet Mortgage Group (NAME)	MAP 33-12
9565 Normandy Lane (ADDRESS)	P.O. Box 3151 (ADDRESS)	PARCEL 103
Brentwood, TN 37027 (CITY) (STATE) (ZIP)	Milwaukee, WI 53201-3151 (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, Jeffrey L. Livers , an unmarried man

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Edwin G. Kirkland and wife, Marie B. Kirkland

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:

SEE ATTACHED EXHIBIT A

unimproved ( )
This is improved (X) property, known as 428 Janette Avenue, Goodlettsville, TN 37072
(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 and 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.

Witness my hand this 6th day of October, 2000

Jeffrey L. Livers

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jeffrey L. Livers

the bargainor _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 6th day of October, 2000.

Commission expires 11/30/2001

Notary Public

CATHERINE C. HERSHEY
NOTARY PUBLIC AT LARGE
WILSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who upon _____ oath acknowledged _____ to be the _____ of the _____ the within named bargainor, and corporation, and that _____ as such _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____.

My commission expires _____

_____
Notary Public

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 59 on the Plan of Gateway, Section 1, as of record in Plat Book 3300, pages 39 and 40, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to Jeffrey L. Livers by deed from John T. Horton and wife, Doris D. Horton, of record in Book 10457, page 797, and by quitclaim deed from Sheila Diane Livers of record in Book 11388, page 362, said Register's Office.

This conveyance is made subject to such limitations, restrictions and easements as may affect the premises.

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 Jeffrey L. Livers to Pacific Southwest Bank, of record in Book 10457, page 800, and assigned to Fleet Mortgage Group in Book 10954, page 473, Register's Office for Davidson County, Tennessee, and note of even date thereby secured, in the original principal amount of $82,250.00, payable to Pacific Southwest Bank. And for the same consideration Grantees hereby assume the obligations of Jeffrey L. Livers, 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 Veterans 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.