Davidson County DEEDTRS
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Fees:23.00 Taxes:107.39

20040318-0030781

This instrument prepared by:

Kleinsmith & Associates, P.C.
6035 Erin Park Drive
Colorado Springs, Co 80918

INST. NO. 200008010075823

Responsible Taxpayer and Property Owner:
Tax Parcel No. 091-02-0 090.00

Name: Countrywide Home Loans, Inc. f/k/a Countrywide Funding Corporation dba America's Wholesale Lender

Address: 7105 Corporate Drive
Plano, TX 75024

Common Description: 6103 New York Avenue
Nashville, TN 37209

Legal Description: See Schedule "A"

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $29,025.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Philip M. Kleinsmith, Trustee

Sworn to and subscribed before me,
by Philip M. Kleinsmith, Trustee,
this 18th day of March, 2004

Notary Public
My Commission Expires: 10/21/07.

ANGENETTE LINAMAN NOTARY PUBLIC STATE OF COLORADO

SUCCESSOR TRUSTEE'S DEED

Whereas, by virtue of the power and authority vested under

that Deed of Trust executed by **George W. Shivers and Carrie Emma Shivers** dated **07/25/2000** and recorded **08/01/2000** at Instrument No. **200008010075823**, Register's Office of Davidson County, Tennessee, given to secure payment of a certain indebtedness evidenced by a promissory note set forth therein, payable to the order of **Countrywide Home Loans, Inc. f/k/a Countrywide Funding Corporation dba America's Wholesale Lender** default having been made in the performance of the terms and provisions of the Deed of Trust, demand having been made upon the said Debtor for payment in accordance with the provisions of the Deed of Trust, default having been made in the payment upon demand, said indebtedness described by the said Deed of Trust having been declared to be due and payable in accordance with the terms thereof, said default continuing without reinstatement, at the request of Holder of the note for the purpose of effecting payment of all sums due under the terms of the note and Deed of Trust, principal interest and costs of sale, Philip M. Kleinsmith, Trustee, did on Thursday, **March 18, 2004** at 10:00 a.m. pursuant to the advertisement published in the **Nashville Record News** and sent by mail to the Debtor and lienors of record, offer for sale, at **Front Steps of Old Ben West Library Building, 225 Polk Avenue, Nashville**, TN, in bar of the equities of redemption, dower and homestead, the hereinafter described real estate, at which sale **Countrywide Home Loans, Inc. f/k/a Countrywide Funding Corporation dba America's Wholesale Lender** became the highest and best bidder(s) at and for the sum of **$29,025.00** and

WHEREAS, the proceeds of the sale were sufficient to satisfy all sums of principal, interest, attorney fees, costs and other sums accruing under the terms of the aforesaid Deed of Trust.

NOW THEREFORE, Philip M. Kleinsmith, Trustee, exercising the power and authority vested in him, and in bar of the equities of redemption, dower and homestead, does hereby sell, transfer , and convey unto **Countrywide Home Loans, Inc. f/k/a Countrywide Funding Corporation dba America's Wholesale Lender**, Grantee, the following described real estate, to wit:

See attached Schedule "A"

To HAVE AND TO HOLD said described real estate unto the Grantee, his successors and assigns, forever in fee simple

Sale was advertised and made as Trustee only, without covenants or warranties of title, express or implied, subject to any governmental zoning or subdivision ordinances in effect thereon and this conveyance is so made. However, Grantor, as Trustee, but not otherwise, hereby assigns and sets over to Grantee all of the

covenants and warranties contained in the Deed of Trust recorded at Instrument No. **200008010075823**, referred to therein.

IN WITNESS WHEREOF, Philip M. Kleinsmith, Trustee, has caused these presents to be executed this 18th day of March, 2004.

PHILIP M. KLEINSMITH, Trustee

STATE OF COLORADO)
COUNTY OF EL PASO)

Before me, Angenette Linaman, a Notary Public , duly appointed, commissioned, and qualified in and for the State and County aforesaid, personally appeared Philip M. Kleinsmith, Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

This the 18th day of March, 2004.

ANGENETTE LINAMAN NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires: 10/21/07.

SCHEDULE A

A certain tract or parcel of land in Davidson County, Tennessee, described as follows to-wit;

Land in Davidson County, Tennessee, being the westerly 40 feet of Lot No. 4 of Block No. 20 on the Plan of Cherokee Park Subdivision, as of record in Book 101, page 75, Register's Office for said county.

Being the same property conveyed to George W. Shivers and wife, Carrie Emma Shivers from Barbara J. Fitta, unmarried and George W. Shivers and Carrie Emma Shivers, as tenants in common and Rebecca J. Pitts, Trustee by Quitclaim Deed dated August 30, 1989 and recorded September 7, 1989 in Book 7932, page 694, Register's Office for Davidson County, Tennessee. Also acquired in Book 6398, page 637 and Book 4391, page 239, Register's Office for Davidson County, Tennessee.

This conveyance is subject to easements and/or setback lines of record in Book 161, page 75 and easement of record in Book 4654, page 991, P.O.A of record in Book 10489, page 121, Register's Office for Davidson County, Tennessee.