Prepared by:

RETURN TO:
MGIC REO Marketing
270 E. Kilbourn Avenue
Milwaukee, WI 53202
MGIC Certificate Number: 14278969
Lender Loan Number: 001043327

Davidson County DEEDWARR
Recvd: 01/27/09 09:41 4 pgs
Fees:23.00 Taxes:888.00
20090127-0006931

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS: MORTGAGE GUARANTY INSURANCE CORPORATION, a Wisconsin Corporation	SEND TAX BILL TO: MORTGAGE GUARANTY INSURANCE CORPORATION, a Wisconsin Corporation	MAP/PARCEL NUMBERS: 172 05 0 001.00
(Name) 270 East Kilbourn Ave.	(Name) 270 East Kilbourn Ave.	
(Address) Milwaukee WI 53202	(Address) Milwaukee WI 53202	
(City) (State) (Zip)	(City) (State) (Zip)	

For and in consideration of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee (s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, we

BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS, INC. ASSET BACKED NOTES, SERIES 2006-SD3

Grantors, have this day bargained and sold, and do hereby transfer and convey unto

MORTGAGE GUARANTY INSURANCE CORPORATION, a Wisconsin Corporation

their (successors), heirs and assigns, certain real estate in Davidson, Tennessee, as follows:

See Exhibit A

This is unimproved ( ) property, known improved (X) 5886 Edmondson Pike, Nashville, TN, 37211.

To have and to hold said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees, their successors, heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their successors, heirs and assigns, against the lawful claims of all persons.

Whenever 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 our hand this 7TH day of September, 2007, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

BANK OF NEW YORK AS TRUSTEE FOR
* THE CERTIFICATEHOLDERS CWABS, INC.
ASSET BACKED NOTES, SERIES 2006-S3

By: AARON ZAENG
(Print name of person signing)
Its: Assistant Secretary
(Title of person signing)

(Corporate Seal)

STATE OF TEXAS
COUNTY OF COLLIN

* Countrywide Home Loans INC SIGNING AS POA

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared AARON ZAENG, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/her self to be the Assistant Secretary (Title of person signing) of Countrywide Home Loans, Inc. (Name of Company), a Corporation, the within named bargainor and that he/she, acting in such capacity, and authorized so to do, executed the foregoing instrument in behalf of said corporation for the purposes therein contained.

Witness my hand and official seal at _____ this 7TH day of September, 2007

CHAN MANY
My Commission Expires
February 24, 2010

Notary Public
My Commission Expires: _____

STATE OF Wisconsin
COUNTY OF Milwaukee

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 240,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Kurt J. Armbrust
Assistant Vice President

Subscribed and sworn to before me this the 20 day of December, 2007

Notary Public
My commission expires: 10-16-11

Sandra Edwards
Notary Milwaukee County, Wisconsin
commissions expires on __/__/__

EXHIBIT A

A CERTAIN TRACT OR PARCEL OF LAND LOCATED IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIED AS FOLLOWS, TO -WIT: LAND IN DAVIDSON COUNTY, TENNESSEE BEING LOT NO. 1 HARVARD ESTATES, SECTION 1, A PLAN OF WHICH IS OF RECORD IN BOOK 4715, PAGE 19, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NUMBER 1 FRONTS 198.52 FEET ON THE EASTERLY SIDE OF EDMONDSON PIKE AND RUNS BACK 320.13 FEET ON THE NORTHERLY LINE AND 320.0 FEET ON THE SOUTHERLY LINE TO A REAR LINE MEASURING 196.52 FEET THEREON. THIS CONVEYANCE IS MADE 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.

BEING THE SAME PROPERTY CONVEYED TO BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS, INC. ASSET BACKED NOTES, SERIES 2006-SD3 BY TRUSTEE'S DEED DATED 4/18/07, RECORDED 4/25/07 IN INSTRUMENT NO 20070425-0049156 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO MORTGAGE GUARANTY INSURANCE CORPORATION, A WISCONSIN CORPORATION BY WARRANTY DEED DATED 9/7/07 AND RECORDED SIMULTANEOUSLY HEREWITH.

SPECIAL WARRANTY DEED

EXHIBIT "B"

"Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise."

The following reservations from and exception to this conveyance and the warranty of title made herein shall apply.

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");

2. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;

3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;

4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;

5. Ad valorem taxes, fees and assessments, if any, for te current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and

6. Any conditions that would be revealed by a physical inspection and survey of the Property.

RE: 5700 Ridgetop Road, Knoxville, TN 37921