THIS DEED dated this 29TH day of December, 1986, by and between EARLE REALTY COMPANY, INCORPORATED, hereinafter referred to as the Grantor, and GLADYS T. QUARLES AND DOUGLAS E. QUARLES, JR., TRUSTEES, herinafter referred to as the Trustees, whose mailing address is P. O. Box 5249, Fredericksburg, Virginia 22403;

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with GENERAL WARRANTY, and, except as hereinafter provided, English Covenants of Title unto Trustees under the provisions of a certain land trust agreement dated December 18, 1986 for the Quarles Land Trust, the following described property, to-wit:

ALL that certain lot or parcel of land, together with all improvements thereon and appurtenances thereto belonging, as more particularly described on Schedule A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, in fee simple, with the appurtenances thereunto belonging upon the trusts and for the uses and purposes set forth herein and in the Trust Agreement.

Full Power and authority is hereby granted to the Trustees and their successors, to protect and conserve the Property; to sell, contract to sell and grant options to purchase the Property, and any right, title, or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release; convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustees, or their successors, in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustees, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this Trust have been complied with, (c) to inquire into the authority, necessity or

expediency of any act of Trustees, or (d) be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustees in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder (a) that at the time of the delivery thereof the trust was in full force and effect, (b) that such instrument was executed in accordance with the terms and conditions hereof and of the Trust Agreement and is binding upon all beneficiaries (the "Beneficiaries") thereunder, (c) that the Trustees were duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his, or their predecessor in trust.

The Trustees shall have no individual liability or obligation whatsoever arising from their ownership, as Trustees, of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by them in dealing with the Property, or in otherwise acting as such Trustees, except only so far as the Trust Property and any trust funds in the actual possession of the Trustees shall be applicable to the payment and discharge thereof.

A copy of the Trust Agreement mentioned herein shall be on file at the offices of Williams, Mullen, Christian & Dobbins, P.C., 919 E. Main Street, Richmond, Virginia.

The interest of every Beneficiary hereunder and under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no Beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

In the event of the resignation of a Trustee, or agreement by all of the Beneficiaries, a successor Trustee or Trustees may be appointed in any of the following manners:

(A) The Beneficiaries may by unanimous written consent, with or without cause, appoint a successor Trustee or Trustees by an instrument duly executed and acknowledged, or

(B) Substitution of the Trustee may be made with or without cause in compliance with Section 26-49 of the Code of Virginia (1950), or its successor.

When any such instrument of appointment shall have been executed, the successor Trustee or Trustees named therein together with appointing Trustee, if applicable, shall be vested

with all the powers, rights, authorities, and duties vested in the Trustees herein named, including the right of power to designate a subsequent successor Trustee as provided herein. Any instrument of appointment shall be recorded in the Clerk's Office of the Circuit Court of every county in which the trust property is situated.

This deed is governed by and is to be read and construed with reference to Section 55-17.1 of the Code of Virginia of 1950, as amended, and now in force.

WITNESS the following signatures and seals.

EARLE REALTY COMPANY, INCORPORATED

_____ (SEAL)
Douglas E. Quarles, Jr.
President

STATE OF VIRGINIA

County OF Spotsylvania, to-wit:

The foregoing Deed was acknowledged before me this 29th day of December 1986, by Douglas E. Quarles, Jr. as President of Earle Realty Company, Incorporated.

My commission expires: 4-18-89.

_____
Notary Public

SCHEDULE A

DESCRIPTION OF PROPERTY

Unit No. 146 of Lion's Head Condomimium, a Condomium of horizontal property regime established by Master Deed of record in Book 5340, page 70, Register's Office for Davidson County, Tennessee, and shown on a Plan of record in Book 5200, page 82, said Register's Office, and being the same property conveyed to Earle Realty Co., Inc. by Dolores Ann Buck Rice, by deed dated the 27th day of June, 1985, and recorded the same date in Deed Book 6593, page 45 in the Clerk's Office of Davidson County, Tennessee.

BOOK 7101 PAGE 860

A D D E N D U M

The actual consideration or value, whichever is greater, for this transfer is NINETY-SIX THOUSAND FOUR-HUNDRED FIFTY AND 00/100 DOLLARS ($96,450.00).

Affiant

STATE OF VIRGINIA)
)
COUNTY/~~CITY~~ OF Stafford) to-wit:

The foregoing Addendum was subscribed and sworn to before me, this the 31st day of December, 1986.

My commission expires: 4.18.88

Notary Public

New Owner:
All Tax Assessments should be mailed to:
Quarles Land Trust
Douglas E. Quarles, JR., Trustee
P.O. Box 5249
Fredericksburg, Virginia 22403

103-15-B
H6

The foregoing Addendum was prepared by Cathie W. Howard, Williams, Mullen, Christian and Dobbins, 919 East Main Street, Richmond, Virginia 23219.

81903

IDENTIFICATION REFERENCE

JAN 9 8 55 AM '87

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7101 PAGE 861

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

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

81903

IDENTIFICATION REFERENCE

JAN 9 8 55 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 32710