BOOK 9248 PAGE 404

OLD REPUBLIC
National Title Insurance Company
344 Fourth Avenue North
Nashville, Tennessee 37219-1611

STATE OF TENNESSEE }
COUNTY OF }
THE ACTUAL CONSIDERATION FOR THIS TRANSFER IS $ "O".

Nancy E. Leach
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE 21st DAY OF October, 1993.

NOTARY PUBLIC

My Commission expires: 11/20/96

THIS INSTRUMENT PREPARED BY
H. R. Leach, 4705 Trenton Drive, Hermitage, TN 37076
NAME ADDRESS

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBER:
4832 CASCADE DRIVE	Union Planters Nat. Bank	064-08-0
(NAME) LAND TRUST	(NAME) Mortgage Serv. P O Box 2258	001.00
(ADDRESS)	(ADDRESS) Memphis, TN 38101-2258	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

QUIT-CLAIM DEED

Grantor(s) Harold R. Leach and Estelle K. Leach of Hermitage, County, Davidson, State of TN, hereby QUIT-CLAIM to 4832 CASCADE DRIVE LAND TRUST of which A. L. Maloney is Trustee, (hereafter called Grantee) of DeKalb County, State of Georgia, grantee(s) For $ Ten and 00/100 DOLLARS all our right, title and interest in a parcel in Davidson County, State of TN:

Being Lot No. 294 on the plan of Sherwood Forest, Section 4, as of record in Book 4460, Pages 182 and 183, Register's Office for Davidson County, Tennessee to which reference is hereby made for a more complete legal description.
Being the same property conveyed to William S. Kirkendol and wife Brenda Kirkendol by deed from Johnson Homes, Inc., of record in Book 4902, page 14, Register's Office for said County.
Being the same property conveyed to Harold R. Leach and wife, Estelle K. Leach, by deed from William S. Kirkendol and wife, Brenda Kirkendol, of record in Book 5207, Page 911, said Register's Office.

94 FEB 14 AM 9:
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN

17392
IDENTIF. ↑ REFERENCE

THIS CONVEYANCE is exempt from transfer taxes because it is a conveyance from the Grantor to a trust solely for the benefit of the Grantor.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in and to the same.

5191 FEE 12.00 CHECK

Full power and authority is hereby granted to said trustee to improve, manage, protect, and subdivide said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the rights, title, interests, estate, powers, and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge, or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or future, and upon any terms and for any period or periods of time, and to renew or extend leases upon any change, or modify leases and the terms and provisions thereof, at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey, or assign any right, title or interest in or about or easement appurtenant to said property or any part thereof, and to deal with said property and/or the title thereto and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same whether similar to or different from the ways above specified, at any time or times hereafter;

In no case shall any party dealing with said trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased, or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said property, or be obligated to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by said trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, or other instrument, (a) that at the time of the delivery thereof the trust created by this instrument and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this instrument and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successors in trust have been properly appointed and are fully vested with all of the rights, title, interests, estate, powers, authorities, duties, and obligations of its, his, or their predecessor in trust;

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real property, and such interest is hereby expressly declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real property as such, but only an interest in the earnings, avails, and proceeds thereof as aforesaid;

Any contract, note, mortgage, obligation, or indebtedness incurred or entered into by the trustee in connection with said property, may be entered into by the trustee in the name of the then beneficiaries under the trust agreement as their attorney in fact, hereby irrevocably appointed for such purpose, or, at the election of said trustee, in its own name as trustee shall have

no obligation whatsoever with respect to any such contract, note, mortgage, obligation, or indebtedness except insofar as the trust property and funds in the possession of the trustee as shall be applicable for the payment and discharge thereof, and all persons whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

Witness the hand of said grantor(s), this sixth day of October, 1993

Signed in the presence of

Harold R. Leach
Grantor

Estelle K. Leach
Grantor

Grantor

STATE OF Tennessee
County of Davidson
ss.

On the sixth day of October, 1993 did personally appeared before me Harold R. Leach and Estelle K. Leach the signer(s) of the foregoing instrument, who duly acknowledge to me that (they)(he) executed the same.

Patrick K. Newman
Notary Public

PATRICK K. NEWMAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

My commission expires July 26, 1997

MAILING ADDRESS

The Grantee's mailing address for tax purposes is:

A. L. Maloney
4132 Admiral Way
Chamblee, GA 30341-1518