| ADDRESS NEW OWNER: | SEND TAX BILL TO: | MAP-PARCEL NOS. |
|---|---|---|
| Allie Berry, Trustee<br>6021 New York Avenue<br>Nashville, TN 37209 | New Owner | Map 92.13<br>Parcel 170.00 |

This instrument prepared by: Robert J. Notestine III, Attorney, 104 Woodmont Blvd., Suite 115, Nashville, TN 37205
Prepared from information furnished by the parties hereto.

# WARRANTY DEED

BOOK 9495 PG 203

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, I, Beverly S. Smith (The "Grantor") have bargained and sold, and by these presents do transfer and convey unto Allie Berry, Trustee of the Park Avenue Land Trust (The "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 8 on Block 11 Charlotte Park Second Addition to Nashville, Tennessee, of record in Book 57, Page 160, Register's Office for Davidson County, Tennessee.

Said Lot No. 8 fronts 50 feet on the southerly side of Park Avenue, formerly 1st Avenue and runs back between parallel lines with the easterly margin of 35th Avenue North, formerly Woodfin Street, 150 feet to an alley.

Being the same property conveyed to Beverly S. Smith by Warranty Deed from William L. James of record in Book 8831, Page 166, Register's Office for Davidson County, Tennessee.

This is improved property commonly known as 3327 Park Avenue, Nashville, TN 37209.

8913 10/17 0101 03CHECK 61.40

(STATE OF TENNESSEE)
(COUNTY OF DAVIDSON)

(The actual consideration or value, whichever is greater for this transfer is $2,900.00.

Beverly Smith
Affiant

(Subscribed and sworn to before me this 15th day of October, 1994.

Notary Public

(My Commission Expires: Jan 26, 1997

NOTARY PUBLIC

TO HAVE AND TO HOLD the said real property with the appurtenances upon the trustee and for the uses and purposes herein and in said Trust Agreement;

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 party 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 party thereof, to lease said property, or any party 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 party 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 party 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 successors in trustee has been property appointed and are fully vested with all of the rights, title, interest, 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, 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.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 15th day of October, 1994.

Beverly S. Smith

BEVERLY S. SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public in and for said County and State, the within named Beverly S. Smith, 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.

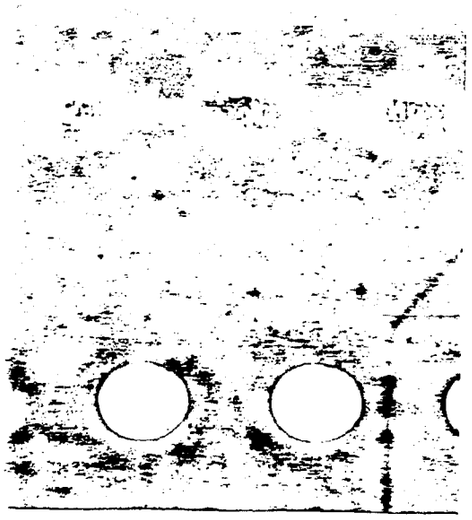
WITNESS my hand and official seal at Nashville, Tennessee, this 15th day of October, 1994.

Notary Public

My Commission Expires: June 26, 1998

00600
IDENTIF. & REFERENCE

94 OCT 17 PM 2:59
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.



**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

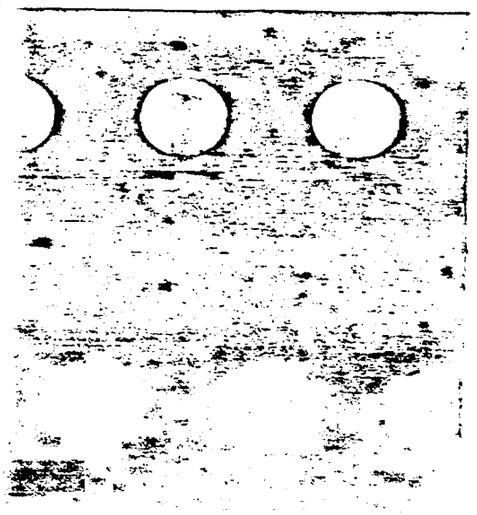
RECEIVED OF _____

FOR _____

BOOK 9495 PG 207

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|



| | |
|---|---|
| CAMT | 12000.00 |
| CON TX | 44.40 |
| PRFEE | 1.00 |
| WDEED | 16.00 |
| TOTAL | ~~61.40~~ |
| CHECK | ~~61.40~~ |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/17/94 01 14:59 0001 B913

00600

IDENTIF. & REFERENCE

94 OCT 17 PM 2:59

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 845106