# QUIT-CLAIM DEED

FOR AND IN CONSIDERATION of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, Peggy A. Mitchell by these presents does hereby quitclaim and convey unto Peggy A. Mitchell, Trustee or successor trustees, under a Trust Agreement dated March 28, 1990, known as the Peggy A. Mitchell Primary Trust, successor and assigns, an undivided interest in and to the following described real estate located in the County of Davidson, State of Tennessee.

Land in Davidson County, TN, BEING Lot No. 83 on the Plan of Hemmingwood, Phases I, II, III and IV, of record in Book 6900, pages 6, 7, and 8, Register's Office for Davidson County, TN, to which Plan reference is hereby made for a complete and accurate description thereof.

Being the same property conveyed to Peggy A. Mitchell by deed from Leslie A. McClimans, Jr. and wife, Tracy A. McClimans, of record in Book 9300, page 753, Register's Office for Davidson County, Tennessee.

Address of new owner as follows: Peggy A. Mitchell, Trustee, 5520 Hearthstone Lane, Brentwood, TN 37027.

Send tax bills to: NationsBanc Mortgage Corporation, P. O. Box 353, Louisville, KY 40201-0353.

Map-Parcel Numbers: 160-11-0-A-83-CO

This is improved property, known as 5520 Hearthstone Lane, Brentwood, TN 37027.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, her heirs and assigns forever, and I do covenant with the said GRANTEE that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, her heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This instrument prepared by David E. Price, Attorney at Law, Price & Collins, 10 Holly Plaza, P. O. Box 132, Santa Claus, IN 47579 mail

STATE OF TN, COUNTY OF DAVIDSON, SS:
The actual consideration or value whichever is greater, for this transfer is $1.00. Subscribed and sworn to before me this 29 day of April, 1997.

Peggy A. Mitchell

My Commission Expires:
Nov. 25, 2000

Notary Public

Full power and authority is hereby granted to the Trustee, or the Successor Trustee, with respect to the real estate or any part or parts of it, and at any time or times to: transfer, sell, lease, mortgage, give options or deal with in every way as would be lawful for any person owning it, even though different from the ways above specified.

In no case shall any party dealing with a Trustee in relation to the real estate be obligated to see to the application of any purchase money, the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement. Every instrument executed by the Trustees in relation to the trust property shall be conclusive evidence in favor of every person relying on or claiming under such conveyance, or other instrument that: (a) at the time of the delivery thereof the Trust created hereby and by the Trust Agreement was in full force and effect; (b) such conveyance or other instrument was executed in accordance with the Trust, conditions and limitations contained herein and in the Trust Agreement and any amendment thereof and is binding on all beneficiaries; (c) the Trustee was duly authorized to execute and deliver every instrument; and (d) if the conveyance is made by a successor Co-Trustee, that such successor Co-Trustee has been properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the Trust.

During the life of Peggy A. Mitchell, Peggy A. Mitchell may resign as Trustee by giving ten (10) days' written notice, which specifies the effective date of the resignation, to the successor Trustee. If Peggy A. Mitchell resigns, dies or otherwise ceases to continue to be qualified as the Trustee, then Kirk Lee Mitchell shall be the successor Trustee, or if either declines to act or is unable to so act, Kathy Ann Mitchell and Kara J. Mitchell, or the survivor thereof, shall be the next successor Trustee(s).

Also, so long as Peggy A. Mitchell continues as Trustee of the Trust and retains the capacity to fully manage her property, she shall have the right to amend, modify or revoke the Trust Agreement referred to above.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this 29 day of April, 1997.

Peggy A. Mitchell

STATE OF TN, COUNTY OF DAVIDSON, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Peggy A. Mitchell, who acknowledged the execution of the foregoing Deed to be her free and voluntary act and deed. WITNESS, my hand and seal this 29 day of April, 1997.

My Commission Expires:
Nov. 25, 2000

Notary Public

WENDY L. GRIST NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

03044226
IDENTIFICATION REFERENCE

97 MAY 13 AM 9:22
DAVIDSON COUNTY, TN.

0293 05/13 Cash