BOOK 11256 PAGE 753

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IDENTIF. # REFERENCE

MAIL ENV.
98 DEC 17 AM 9:57
REGISTER
DAVIDSON COUNTY, TN.

This instrument prepared by:
Charles S. Isler, III
Isler & Sombathy, P.A.
Post Office Box 430
Panama City, FL 32402
(850) 769-5532

WARRANTY DEED

THIS INDENTURE, made this 17th day of December, 1998, between Jean S. Robertson, a widower, of Panama City, Florida, Grantor, and Jean S. Robertson as Trustee of the DEED OF TRUST OF JEAN S. ROBERTSON dated June 24, 1991, ("the Trust Agreement"), whose address is 6100 East Highway 22, Panama City, Florida 32404, Grantee;

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, convey and sell to Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, the following described land, situate, lying and being in the County of Davidson, City of Nashville, State of Tennessee, to-wit:

75% EQUITY INTEREST IN THE FOLLOWING DESCRIBED PROPERTY:

Being Lot No. 36 on the Plan of Section II, Valley West of record in Book 3600, Page 86, Register's Office for Davidson County, Tennessee.

Said Lot No. 36 fronts 115 feet on the westerly side of Birch Bark Drive and runs back 170.77 feet on the northerly line and 177.37 feet on the southerly line to a dead line measuring 115.19 feet thereon.

BEING the same property conveyed to John H. Robertson and Jean R. Robertson, his wife, and John E. Robertson and Susan A. Robertson, his wife, by deed of record in Book 6167, Page 447, Register's Office for Davidson County, Tennessee.

This Deed is made based upon a legal description provided by the parties without title insurance. The preparer makes no representations as to the title of the property and disclaims all responsibility therefor. This is not the homestead property of Grantor.

Together with all improvements thereon and appurtenances thereto. Grantor furnished the above legal description to the preparer hereof and no examination of title has been performed. Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes. The terms "Grantor" and "Grantee" shall, where the context requires, include the singular and plural, and the masculine, feminine and neuter genders.

There is hereby granted to the Grantee, in addition to those powers conferred by law, the following powers to be exercised without authority from any court and in the Grantee's sole and absolute discretion, to deal with any and all property conveyed herein:

A. To retain such property regardless of whether it is of the class or diversification authorized by law for the investment of trust funds, and to abandon such property of any interest in it as may be deemed advisable.

B. To sell any such property or any interest (including undivided interests) therein, at such times and upon such terms and conditions including credit, as may be deemed advisable at public or private sale, and to exchange, grant options on or easements in or on the property or otherwise dispose of such property as may be deemed advisable.

C. To enter into a lease for any purpose as lessor of the property for such period of time and to grant such options for renewal or purchase as may be deemed advisable.

D. To borrow money from any lender as may be necessary to pay taxes of for such other purposes as may be deemed advisable, and to give notes or bonds for the sums borrowed and to encumber, mortgage or pledge any property granted hereunder to secure repayment of such notes or bonds.

E. To abandon, compromise, arbitrate or otherwise deal with and settle claims in favor of or against the property as may be deemed advisable.

F. To exercise all of the powers and discretions granted herein, even after the termination of any trust under which this property is granted, until the final distribution of all property conveyed hereby.

G. To do all such acts and exercise all such rights and privileges, although not specifically listed hereunder, which the Grantee deems necessary or advisable for the proper and advantageous management, investment and distribution of the property conveyed herein, and to make, execute and deliver any instruments or agreements binding the Grantee with respect to the property conveyed hereby.

The Trust Agreement provides that if the Trustee is unable or unwilling to serve, John Edwin Robertson is appointed to act as successor Trustee with all power and authority granted herein.

IN WITNESS THEREOF, Grantor has executed or caused this deed to be executed under seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Allison Merchant
Witness - Sign

Jean S. Robertson
Jean S. Robertson, Grantor

Allison Merchant
Witness - Print

Barbara F. Adams
Witness - Sign

Barbara F. Adams
Witness - Print

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 15th day of December, 1998, by Jean S. Robertson, who did take an oath.

[✓] Who is personally known by me.
[ ] Who produced _____ as identification.

BARBARA F. ADAMS
MY COMMISSION # CC 473970
EXPIRES: August 4, 1999
Bonded Thru Notary Public Underwriters

Barbara F. Adams (Signature)
Notary Public
My Commission Expires: _____
Commission No.: _____

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