Davidson County DEEDWARR
Recvd: 10/13/00 10:48 2pgs
Fees:11.00 Taxes:277.50
20001013-0101846

PICK-UP

Warranty Deed to Trustee

The Grantor(s) Martha King-Berrian of the County of Davidson and the State of Tennessee for and in consideration of Ten Dollars, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants under provisions of Section

Unto ~~Martha~~ Jim DeVault as Trustee and not personally under the provisions of a trust agreement dated the October 12, 2000, known as Trust Number 1260 King-Berrian Trust the following described real estate in the County of Davidson, State of Tennessee to wit: 37216

BEING part of Lot No. 1 on the Map of a proposed subdivision of the M. Edmundson Property, not of record, described according to a survey made by Richard B. Omohundro, Surveyor, dated 4/22/72 as follows: BEGINNING at the southwesterly intersection of Maxey Lane and Glenmeade Drive; thence with the margin of Maxey Lane, North 87 degrees 20' West 105 feet (108.5 feet by actual field measure); thence South 15 degrees 50' West 180.4 feet (178 feet more or less by actual field measure) to the northwesterly corner of the property conveyed to William S. Smotherman and wife by deed of record in Book 3278, page 289, said Register's Office, and rerecorded in Book 3313, page 357, said Register's Office; thence with Smotherman's northerly line easterly 136 feet, more or less, to a point in the westerly margin of Glenmeade Drive; thence with the same, North 7 degrees East 200 feet (176 by actual field measure), to the point of beginning.

BEING the same property conveyed to Martha G. King by deed of record in Book 6302, page 699, said Register's Office.
Martha G. King AKA Martha King-Berrian, Martha Berrian

Together with all the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

To have and to hold the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises 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 donate, 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 now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time 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 renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property 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 the said trustee in relation to said premises, to whom said premises 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 premises, or be obliged 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, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in

favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

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 estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2000.

In Witness Whereof, the said grantor(s) has(have) hereunto set his(their) hands and seals this 12 day of, Oct 2000, AD.

Signed Sealed and Delivered in our Presence

Martha G. King-Bersian _____
Seal

_____ _____
Seal

State of TENNESSEE
County of DAVIDSON

I Hereby Certify that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared Martha G. King-Bersian to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that She executed the same.

Witness my hand and official seal in the county and State last aforesaid this 12 day of Sept., 2000 A.D.,

_____
Notary Public
My commission expires 5/30/04

MACON J. MURPHREE NOTARY PUBLIC AT LARGE DAVIDSON CO., TENN

New Owner
Tax Bills To Be Sent To:
Prepared by: Jim DeVault
4595 Dry Fork Rd.
Whites Creek, TN 37189
Map + Parcel #
72-7-211

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 75,000

_____
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13 DAY OF October 2000.

_____
Deputy Register