Davidson County DEEDQC
Recvd: 02/23/01 16:13 11pgs
Fees:46.00 Taxes:0.00
20010223-0017311

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR, PLC (CBRJR)
3305 West End Avenue
Nashville, TN 37203

QUITCLAIM DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
Cynthia L. Earl 2106 25th Avenue, South Nashville, TN 37212	SAME	Map: 104-11 Parcel: 337 Field Book: 24W-03835

WHEREAS, Charles B. Reasor, Jr., Trustee ("Grantor") is the legal title holder to certain improved real property in Davidson County, Tennessee, more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Grantor holds title to the Property for the benefit of Cynthia L. Earl ("Grantee") pursuant to the terms of a Land Trust Agreement (the "Land Trust Agreement") dated July 23, 1999, between Grantee, as Beneficiary therein, and Grantor, as Trustee therein, a true and complete copy of which is attached hereto as Exhibit "B," and incorporated herein by this reference.

WHEREAS, the Land Trust Agreement provides in pertinent part that Grantor shall act with regard to the Property in accordance with the directions of Grantee;

WHEREAS, Grantee has instructed Grantor to convey the Property to Grantee; and

WHEREAS, by this instrument Grantor intends to comply with the terms of the Land Trust Agreement and the directions of Beneficiary by conveying the Property to Beneficiary.

NOW, THEREFORE, for no monetary consideration but in accordance with the terms of the Land Trust Agreement and the directions of Grantee, Grantor hereby transfers and conveys unto Grantee, her heirs and assigns forever, all of Grantor's right, title and interest in and to the Property.

Grantor and Grantee, as both of the parties to the Land Trust Agreement, agree that the Land Trust Agreement shall terminate and be of no further force and effect immediately following the recording of this instrument in the Register's Office for Davidson County, Tennessee.

The Property is conveyed subject to taxes, restrictions and encumbrances as may affect the Property, whether of record or not.

This is improved real property known as 2106 25th Avenue, South, Nashville, Tennessee 37212.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on this the 16th day of February, 2001.

GRANTOR:

CHARLES B. REASOR, JR., TRUSTEE

GRANTEE:

CYNTHIA L. EARL

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The consideration actually received for this conveyance as provided in T.C.A. § 67-4-409 is $0.00.

AFFIANT

SUBSCRIBED and sworn to before me this 16 day of February 2001.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-25-03

[Acknowledgments on Following Page]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Marshall, a Notary Public in and for said State and County, the within named CHARLES B. REASOR, JR., TRUSTEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument with full knowledge of its contents and for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 16th day of Feb, 2001.

Jan Marshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
11-24-01

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Veda Snell, a Notary Public in and for said State and County, the within named CYNTHIA L. EARL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument with full knowledge of its contents and for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 16 day of February, 2001.

Veda R. Snell
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-25-03

EXHIBIT "A"

LEGAL DESCRIPTION

BEING land in Davidson County, Tennessee, being Lot No. 106 on the Plan of Bransford Realty Company's Subdivision of the Edgar Jones Home Place, of record in Book 421, Page 7, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

BEING the same property conveyed to Charles B. Reasor, Jr., Trustee, by a deed from Glenn S. Edwards and wife, Anne M. Edwards, as of record in Book 11597, Page 798, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

LAND TRUST AGREEMENT

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR, PLC (CBRJR)
3305 West End Avenue
Nashville, TN 37203

LAND TRUST AGREEMENT

THIS LAND TRUST AGREEMENT (this "Agreement") is made and entered into as of the 23rd day of July, 1999, by and between CYNTHIA L. EARL ("Beneficiary") and CHARLES B. REASOR, JR., TRUSTEE ("Trustee").

R E C I T A L S:

Danielle Dieterich ("Dieterich") has entered into a Contract for Sale of Real Estate dated June 2, 1999, with Anne M. Edwards and Glenn S. Edwards (the "Contract"), concerning the purchase and sale of certain improved real property located at 2106 25th Avenue, South, Nashville, Tennessee, and more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Property"). While the Contract does not specifically so provide, Dieterich entered into the Contract on behalf of Beneficiary. Both Beneficiary and Trustee desire, by this Agreement, to establish their agreements and to set forth their respective rights and obligations with regard to the Contract.

THEREFORE, the parties hereto agree as follows:

1. Beneficiary agrees to provide all funds necessary for Trustee to negotiate, enter into, and perform under the Contract.

2. Beneficiary hereby grants Trustee the power to take all acts necessary to negotiate, enter into, and close under the Contract, to acquire the Property, to finance the acquisition of the Property, to refinance the Property, and to dispose of the Property, including, but not limited to the following powers:

a. To execute all documents necessary to amend the Contract;

b. To execute all documents necessary to finance the acquisition of the Property as contemplated by the Contract;

c. To execute all documents necessary to acquire the Property;

d. To execute all documents necessary to refinance the Property, including, but not limited to loan commitment letters, notes and other evidences of indebtedness, deeds of trust, security agreements, financing statements, loan agreements, and affidavits;

e. To execute all documents necessary to dispose of the Property, including, but not limited to deeds, bills of sale, affidavits, certifications, settlement sheets, and documents securing seller financing; and

f. To enter into all necessary and appropriate (in the sole and absolute discretion of Trustee) agreements with third parties pertaining to the acquisition, ownership, management, financing, refinancing and disposition of the Property, including, but not limited to management agreements, listing agreements, leases, contracts and loan documents.

3. Trustee agrees to take title to the Property for the account of Beneficiary who shall retain the full beneficial interest therein at all times.

4. Any expenses incurred by Trustee in connection with this Agreement, the Contract, and his services as trustee shall be paid or reimbursed, as the case may be, promptly by Beneficiary. Any distributions with respect to the Property received by Trustee shall be distributed, promptly after their receipt, to Beneficiary or as Beneficiary may otherwise direct, in writing.

5. Trustee shall act with regard to the Property in accordance with this Agreement and the directions of Beneficiary. Trustee shall incur no obligation or liability to Beneficiary for actions taken in good faith by Trustee in reliance upon this Agreement and the directions of Beneficiary. Trustee may, but shall not be required to, request the written authorization of Beneficiary before taking any action contemplated by this Agreement.

6. Beneficiary shall indemnify and hold harmless Trustee from all loss, liability, and exposure by reason of claims of third parties for any matter whatsoever having to do with legal title to the Property.

7. Beneficiary may, at any time and from time to time, with or without cause, in the sole and absolute discretion of Beneficiary, remove Trustee herein named and appoint a successor to execute the provisions of this Agreement. This removal shall be accomplished by written instrument duly executed by Beneficiary and delivered to Trustee. Upon the execution and delivery of such instrument, the successor trustee named therein shall succeed to the rights of Trustee in and to the Property, without the necessity of executing or delivering any further documents or instruments.

8. Trustee may resign as trustee hereunder at any time upon not less than ten (10) days' prior written notice to Beneficiary. Upon the delivery of such notice, Beneficiary shall be obligated to appoint a successor trustee as provided above.

9. Any third party, including, but not limited to sellers of the Property, purchasers of the Property, lenders with respect to obligations secured by the Property, closing attorneys and title insurors may rely on this Agreement without the necessity of obtaining the consent or approval of Beneficiary for actions taken by Trustee.

10. Trustee will hold legal title to the Property, and Beneficiary's interest in the Property shall be a beneficial interest in this Agreement which shall for all purposes be an interest in personal property and not an interest in real property.

11. Beneficiary hereby ratifies all actions previously taken by Trustee with respect to the Property and the transactions contemplated hereby, including, but not limited to all executions, deliveries, waivers and consents.

12. Dieterich has joined in the execution of this Agreement for the purpose of assigning the Contract to Trustee.

IN WITNESS WHEREOF, Beneficiary, Trustee and Dieterich have executed this Agreement on the date first above written.

BENEFICIARY:

CYNTHIA L. EARL

TRUSTEE:

CHARLES B. REASOR, JR., TRUSTEE

DANIELLE DIETERICH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public in and for said State and County, the within named CYNTHIA L. EARL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument with full knowledge of its contents and for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 27th day of July, 1999.

Jan Minshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
11-24-01

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public in and for said State and County, the within named CHARLES B. REASOR, JR., TRUSTEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument with full knowledge of its contents and for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 27th day of July, 1999.

Jan Minshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
11-24-01

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Dan Marshall a Notary Public in and for said State and County, the within named DANIELLE DIETERICH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument with full knowledge of its contents and for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 27th day of July, 1999.

Dan Marshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
11-24-01

EXHIBIT "A"
LEGAL DESCRIPTION

BEING land in Davidson County, Tennessee, being Lot No. 106 on the Plan of Bransford Realty Company's Subdivision of the Edgar Jones Home Place, of record in Book 421, Page 7, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.