Davidson County DEEDWARR
Recvd: 07/31/03 14:07 3pgs
Fees:17.00 Taxes:0.00
20030731-0108819

Warranty Deed to Trustee

The Grantor(s) Mark and Lorie Wert, Spouse of the County of Davidson and the State of Tennessee for and in consideration of $10.00, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants:

Unto Gregory E Riley as Trustee and not personally under the provisions of a trust agreement dated the 07/24/2003, known as Trust Number The 424 London Court Land Trust, State of Tennessee to wit: 424 London Court, Antioch, TN 37013 - LOT 8 PICCADILLY SUBD SEC 4 - See Exhibit A for Legal Description, as per plat thereof recorded in the Office of the Recorder of Davidson County, Tennessee. A Revocable Trust

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 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 t 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 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 limitation 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 ~~day~~ of 21 JUL, 2003 AD. Signed Sealed and Delivered in our Presence:

MARK E. WERT
Printed Name

Signature

LORIE N. WERT
Printed Name

For Lorie N Wert By P.O.A
Signature

MARK E. WERT, PHD

State of Tennessee, County of DAVIDSON

I Hereby Certify that on this day, before me, an officer duly authorized in the State of Tennessee, to take acknowledgments, personally appeared MARK E WERT

to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that (he/she/they) executed the same.

9-2-05
My Commission Expires

Notary Signature

My County of Residence

Printed Notary

Witness

Witness

NOTARY PUBLIC DAVIDSON

This document was prepared by Mark E. Wert

Please send all tax bills, etc. to Heartland Holdings, LLC

Gregory E Riley, Trustee PO Box 591, White House TN, 37188

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

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31ST DAY OF July 2003.

Deputy Register

9714

EXHIBIT "A"

BOOK 9714 PG 714

STATE OF TENNESSEE
COUNTY OF Davidson
The actual consideration or value whichever is greater for this transfer is $ 112,400.00
Subscribed and sworn to before me, this the
June 19 95

SUZANNE WALKER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Affiant

Notary Public

My commission expires: Nov. 28, 1998
(Affix Seal)

My Commission Expires November 28, 1998

WARRANTY DEED

Prepared by: SOUTHEAST TITLE of Tennessee, Inc. 5G19115 Suite 110, 2000 Richard Jones Rd., Nashville, TN 37215	
ADDRESS OF NEW OWNER: Mark E. Wert	SEND TAX BILLS TO: SUNBELT NATIONAL MORTGAGE CORPORATION
424 London Court STREET ADDRESS	2974 LBJ FREEWAY, SUITE 200 STREET ADDRESS
Antioch, TN 37013 CITY STATE ZIP	DALLAS, TX 75234 CITY STATE ZIP
MAP & PARCEL NO. 149-2-D-8	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
Butler Builders, LLC

HEREINAFTER CALLED GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO HEREBY TRANSFER AND CONVEY UNTO Mark E. Wert and Lorie N. Wert, husband and wife

HEREINAFTER CALLED GRANTEE(S), THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND, TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO LOCATED IN Davidson COUNTY, STATE OF TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being Lot Number 8 on the Plan of Section Four, Piccadilly Subdivision, of record in Plat Book 6900 at page 481, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being part of the property conveyed to Jerry D. Butler by Deed of record in Book 9278 page 858, Register's office for said County; and being the same property conveyed to Butler Builders, LLC by Quitclaim Deed being recorded simultaneously herewith.

This conveyance is subject to taxes for the year 1995 and subsequent years, easements and restrictive covenants of record and all matters appearing on the recorded plat referenced above.

0071196
IDENTIF. + REFERENCE

95 JUN 28 PM 1:10
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

THIS IS IMPROVED PROPERTY KNOWN AS 424 London Court, Antioch, TN 37013.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenance, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are 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 we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their 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.

Witness my hand this 22 day of June , 1995

Butler Builders, LLC

by: [signature]
Jerry Butler, President

FL-1123001 (9202) ELECTRONIC LASER FORMS, INC. - (313)293-8100 - (800)327-0545

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