Davidson County DEEDWARR
Recvd: 08/07/03 09:57 3pgs
Fees:17.00 Taxes:0.00
20030807-0112451

THIS INSTRUMENT PREPARED BY:
RICK PILIPONIS
MUSIC CITY TITLE & ESCROW
116 THIRD AVENUE SOUTH
NASHVILLE, TENNESSEE 37201

# Warranty Deed To Trustee

***The Grantor(s)*** Jonathan + Emily Butler of the County of Davidson State of TN for and in consideration of 10.00 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*** Rick Piliponis as Trustee and not personally under the provisions of a trust agreement dated the 2nd day of August Two Thousand and 2003, known as Trust Number 5437 Bradfield Land Trust, the following described real estate in the County of Davidson, State of TN to * a revocable living trust wit:

SEE EXHIBIT A, ATTACHED HERETO

***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, 2003 .

***In Witness Whereof,*** the said grantor(s) has(have) hereunto set his(their) hands and seals this 2nd day of, August 20 03 ,A.D.

Signed Sealed and Delivered in our Presence

_____

Jonathan W. Butler
Seal

_____

Emily Butler
Seal

State of TN
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
Jonathan W. Butler and Emily Butler
to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that executed the same.

Witness my hand and official seal in the county and State last aforesaid this 2nd day of August ,20 03 A. D.,

Jennifer Anderson
Notary Public
My commission expires 1/24/07

JENNIFER R. ANDERSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

wdtt

## EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 28 on the Plan of Hillview Estates of record in Plat Book 3600, page 89, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Jonathan W. Butler, a single person, by deed from Gregory Thomas Schmidt and wife, Sherri G. Schmidt, of record as Instrument No. 20001227-0125866, Register's Office for Davidson County, Tennessee.

## AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $-0-, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

Sworn to and subscribed to before me this 6th day of August, 2003.

NOTARY PUBLIC

My Commission Expires: 7-29-06

Name / Address New Owner:
Rick P. Liponis, Trustee for
The 5437 Badfield Land Trust
1116 3rd Ave, South
Nashville, TN 37201

Send Tax Bills to:
Bank of America, NA.
2059 Northlake Pkwy
Tucker, GA 30084

Map / Parcel:
161-09 / 12.00