(1)

THIS INSTRUMENT IS BEING RE RECORDED
TO CORRECT THE PROPERTY DESCRIPTION

State of Tennessee, County of WILLIAMSON
Received for record the 07 day of
FEBRUARY 2003 at 2:29 PM. (RECH 524390)
Recorded in official records
Book 2716 Pages 48- 50
Notebook 71 Page 151
State Tax $ .00 Clerks Fee $ .00,
Recording $ 17.00, Total $ 17.00,
Register of Deeds SADIE WADE
Deputy Register PAMELA GREER

Tax Responsibility:

Mr. and Mrs. David Knight
4324 Long Lane
Franklin, TN 37064

Parcel # 14900016200

Prepared by: Elizabeth A.S. Brown
820 N. LaSalle Blvd.
Chicago, IL 60610

RECORD

Davidson County DEEDWARR
Recvd: 10/17/03 10:34 4pgs
Fees:22.00 Taxes:0.00
20031017-0153956

PICK UP

Space above this line for recording data

DEED IN TRUST

THE GRANTORS, DAVID A. KNIGHT and MARILYN P. KNIGHT, husband and wife, of the County of Williamson, and State of Tennessee, for and in consideration of ten and no/100 ($10.00) DOLLARS, and other good and valuable considerations in hand paid, CONVEY and WARRANT unto MARILYN P. KNIGHT as Trustee under Self-Declaration of Trust Agreement dated May 17, 2002, GRANTEE, whose place of residence is 4324 Long Lane, Franklin, TN 37064, (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Davidson and State of Tennessee, to wit:

SEE ATTACHED EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 1 on the revised plan of Ezell-Doak property of record in Book 5800, Page 375, Register's Office for Davidson County, Tennessee, for a more complete description reference to said plan is hereby made, together with an easement for ingress and egress to Bell Road set forth in a Deed of Correction of record in Book 5164, Page 82, in said Register's Office.

Dad MPK

Being the same property conveyed to David A. Knight and wife, Marilyn P. Knight by Deed from United Companies Life Insurance Company, of record in Book 9198, Pages 916-919, in said Register's Office., and deed from Gary B. Fisher and wife, Brenda J. Fisher of record in Book 10084, Page 223, said Register's Office.

SUBJECT TO that certain Deed of Trust Security Agreement and Financing Statement dated October 5, 1998 for the principal sum of $250,000.00, with David A. Knight and Marilyn P. Knight as Grantors and Regions Bank of Tennessee as Lender.

Address of Real Estate: 2711 Murfreesboro Road, Antioch, TN 37013

PICK-UP

Davidson County DEEDWARR
Recvd: 10/10/03 14:03 3pgs
Fees:17.00 Taxes:0.00
[redacted]
20031010-0150895

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alleys; 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 convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, 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 in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, 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 or times 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 rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges 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 said trustee in relation to said premises, or 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 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, trust 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 any such conveyance, lease or other instrument, (a) that at the time of the 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 accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

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, and 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.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words " in trust," or " upon condition," or " with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Tennessee, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the Grantors aforesaid have hereunto set their hands and seals this 13th *day of* January, 2003.

DAVID A. KNIGHT

MARILYN P. KNIGHT

STATE OF TENNESSEE)
COUNTY OF Williamson **)**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID A. KNIGHT and MARILYN P. KNIGHT personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 13th day of January, 2003.

(SEAL)

WENDY H. STAFFORD NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

NOTARY PUBLIC

My Commission Expires March 25, 2006

Commission expires: _____

This transfer is to a revocable living trust, which is exempt from transfer tax per Tennessee Code § 67-4-409(a)(3)(F)

Exhibit A

Land in Davidson County, Tennessee, being Lot No. 1 on the plan of The Addition to Lot 1 - Ezell-Doak property of record in Book 8250, page 638, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and detailed description of said lot, together with an easement for ingress and egress to Bell Rd. set forth in a Deed of Correction of record in Book 5164, page 82, and a perpetual reciprocal easement of record in Book 10234, page 264, said Register's Office.

Included in the above-described property but expressly excluded therefrom is an 1147.3 square foot tract along with an easement for working area as described in the Final Judgment and Decree of record in Instr. 200001100003490, said Register's Office.