Prepared By: T. Martin
2400 Crestmoor Rd #36
Nashville TN 37215

Davidson County DEEDWARR
Recvd: 06/09/04 12:55 3pgs
Fees:17.00 Taxes:0.00

20040609-0068259

PICK-UP

Warranty Deed To Trustee

New Owners	Send Tax Bills To:	Map Parcel Number
Mitsy Family		
Land Trust	"Same"	149-02-0-078.00
2400 Crestmoor Rd #36		
Nashville TN 37215		

The Grantor(s) Val + Nina Mitsy of the County of Davidson State of TENNESSEE for and in consideration of Ten Dollars ($10.00), and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants

Unto B. Parrish as Trustee (and not personally) of the Mitsy Family Land Trust, a revocable living trust, under the provisions of a trust agreement dated the 29th day of May 2004, the following described real estate in the County of Davidson, State of TENNESSEE to wit:

As per attached Legal Description, Exhibit "A", made a part hereof by reference
(Otherwise known as _____)

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 .

The **actual consideration or value**, whichever is greater, for this transfer is $ 10

State of TENNNESSEE
County of Davidson

In Witness Whereof, the said grantor(s) has(have) hereunto set his(their) hands and seals this 29 day of, May 20 04 ,A.D.
Signed Sealed and Delivered in our Presence

Val Paul Mitsky

Nina N. Mitsky

X V Mitsky
Seal

X N. Mitsky
Seal

Subscribed and sworn to before me this day, witness my hand and official seal in the county and State last aforesaid this 29 day of May ,20 04 A. D.,

I personally acquainted with the above parties and who acknowledge that they executed the with in instrument for the purpose therein contained. Here in the county of Wilson ; state of TN.

Nicholas Alexander Dorroll
Notary Public
My commission expires 11-24-04

NICHOLAS ALEXANDER DORROLL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Commission Expires NOV. 24, 2007

Nina Nicole Mitsy
2589 Oak Forest DR.
Antioch TN 37013
DL. 7738-5339
DOB- 1-14-50
408-69-1969

Val Paul Mitsy
2589 Oak Forest DR
Antioch TN 37013
DL. 76069301
DOB 11-18-45
408-69-1971

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Exhibit A

Witnesseth: That for and in consideration of $10.00 (ten dollars) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, transfer and convey unto the Grantees, all of Grantor's right, title, and interest in the following described property lying in city of Antioch County of Davidson, state of Tennessee, more particularly described as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 59 ON THE PLAN OF OAKWOOD SUBDIVISION SECTION 1 PHASE 2 OF RECORD IN PLAT BOOK 7900, PAGE 126, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS OF RECORD, IF ANY

which has the address of 2569 OAK FOREST DRIVE, ANTIOCH [Street, City],
Tennessee 37013 [Zip Code] ("Property Address");

Being the same property conveyed Valory and Nina Mitsky by Deed of record with ~~instrument number~~: Book 10737 Pg 770.