[ADDRESS NEW OWNER] **SEND TAX BILL TO:]** **[MAP-PARCEL NO.]**

Moye Family Trust	New Owners	Map
5543 Edmondson Pike, #69		147-6-109
Nashville, TN 37211		

This instrument prepared by: Richard Wofford, 5543 Edmondson Pk #69, Nashville, TN 37211

WARRANTY DEED

THIS WARRANTY DEED is made this **15th** day of **July, 2004**, by and between **Herman W. Moye and Janice R. Moye**, (hereinafter referred to as "Grantor"), and ***Moye Family Trust**, a Land Trust (an executory trust): **W. White, as Trustee** (hereinafter referred to as "Grantee"), shall have full Trustee powers and authority as described in the attached addendum.*

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remises, releases, transfers and conveys to the Grantee, all that certain land situate in Davidson County, State of Tennessee, to wit:

Attached hereto as Exhibit "A" and made a part hereof by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold in fee simple forever.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; has good, right and lawful authority to sell and convey said land, 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, 2004, conditions, restrictions, easements, limitations and zoning ordinances of record, if any, *and the following described mortgages, which Grantee herein takes subject to and agrees to pay:*

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Herman W. Moye
Grantor: Herman W. Moye

Janice R. Moye
Grantor: Janice R. Moye

[STATE OF TENNESSEE]
[COUNTY OF DAVIDSON]

Davidson County DEEDWARR
Recvd: 07/23/04 13:54 3pgs
Fees:17.00 Taxes:0.00
20040723-0088369

Sworn to and subscribed before me of even date 15th day of July, 2004.

Notary Public

ROBERT JOHN NOTEST NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

ROBERT JOHN NOTESTINE
NOTARY PUBLIC, DAVIDSON COUNTY, TENNESSEE
MY COMMISSION EXPIRES SEP. 21, 2005

DEED ADDENDUM

Moye Family Trust, a Land Trust (an executory Trust), **W. White, as Trustee** (hereafter referred to as "Grantee"). The property herein conveyed shall stand as sole security for obligations of Grantees hereunder.

TO HAVE AND TO HOLD the said described premises with all the members, rights and appurtenances upon the trust and for the uses and purposes herein and in the existing Declaration of Trust and Land Trust Agreement of the herein named Trust which has been previously created.

Full power and authority is hereby granted to said Trustee to purchase, improve, subdivide, manage and protect said real estate or any part thereof: to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired: to contract: to: renovate, to repair, to sell: to grant options to purchase, to sell on any terms; to take back, foreclose and release mortgages; to convey either with or without consideration, to carry back financing: to convey said real estate or any part thereof to a successor or successors in trust, all of the title, estate, powers and authorities vested in said Trustee: to donate, dedicate, mortgage, pledge as collateral or otherwise encumber said real estate, or any part thereof, from time to time to contract to lease, or if required, to hire management for said real estate, or any part thereof, 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 99 years, and to renew or extend leases upon 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; and to grant options to lease, options to renew leases, options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals: 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 use or interest in or to said real estate or any part thereof; and to deal with said property and every part thereof in all other ways and for 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, including filing lawsuits and hiring counsel..

In no case shall any party dealing with said Trustee in relation to said real estate or to whom said real estate 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, trust deed, mortgage, lease, management agreement 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 Declaration of Trust and Land Trust Agreement 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, management agreement or other instrument, (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, duties and obligations of the said predecessor in trust, and (e) Trustee is prohibited under the terms of the aforesaid Trust Agreement to reveal the terms and conditions of said Trust Agreement or the records of the Trust without express written authorization from the holder(s) of the power of direction of the Trust.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the Trustee in the name of the then beneficiaries under said Trust Agreement, as their attorney in fact, hereby irrevocably appointed for such purpose, or, at the election of said Trustee, in its own name as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and all persons and corporations whomsoever shall be charged with notice of this condition from the date of the filing for record of this deed. Any litigation arising in connection with this document will be adjudicated under the laws of the State of Tennessee. In the event any portion of this agreement shall be found to be not supportable under Tennessee tatutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party which may become law shall be binding on both parties as if included herein.

The following individual(s) shall be Successor Trustee(s) with the same powers as stated herein: E. Wofford, as Successor Trustee

It is the intent of Grantor(s) to create this Trust and the Grantor(s) fully warrant(s) the title to said real estate and will defend the same against the lawful claims of all persons whomever.

The interest of each and every beneficiary hereunder and under the Declaration of Trust and Land Trust Agreement hereinbefore referred to 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.

EXHIBIT "A" TO THE DECLARATION OF TRUST AND LAND TRUST AGREEMENT

This Exhibit is part of the Declaration of Trust and Land Trust Agreement dated the **10th day of June, 2004**, known as the **Moye Family Trust**.

Legal Description of Trust Asset

That parcel of land in Davidson County, State of Tennessee, described as follows to-wit:

Being Lot No. 56 on the Plan of Battery Crest, Section One, of record in Book 2900, page 91, Register's Office for Davidson County, TN, to which plan reference is hereby made for a complete and accurate description thereof.

Being the same property conveyed to Herman W. Moye and wife, Janice R. Moye, by deed from Phillip R. Roberts and wife, Teresa D. Roberts by Warranty Deed dated July 25, 1996 in Book 10134, Page 661, Register's Office of Davidson County, TN.

Also being more commonly known as 4804 Milner Drive; Nashville, Tennessee 37211 according to the current method of numbering in and around Davidson County, Tennessee.

This conveyance is subject to Restrictions of record in Book 3072, page 429 and all matters of record on plat in Book 2900, page 91. Register's Office for Davidson County.