Davidson County DEEDWARR
Recvd: 11/24/04 08:52 4pgs
Fees:22.00 Taxes:0.00

20041124-0140764

STATE OF ILLINOIS
COUNTY OF BOONE
(NO CONSIDERATION TRANSFER)

AFFIANT

RETURN TO:

TOBIN & RAMON
Attorneys at Law
530 So. State Street; Suite 200
Belvidere, IL 61008-3747

Subscribed and sworn to before me, this 16th day of November, 2004.

Carole L. Razim
Notary Public

My Commission Expires: "OFFICIAL SEAL"
Carole L. Razim
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-10-05

THIS INSTRUMENT PREPARED BY
TOBIN & RAMON, 530 South State Street; Suite 200, Belvidere, IL 61008-3747

NAME & ADDRESS OF PROPERTY OWNER: RITA A. BANN, AS TRUSTEE	SEND TAX BILLS TO: OWNER	MAP & PARCEL NUMBERS: Map: 61-8-195 Parcel:
1232 EASTDALE AVENUE		
NASHVILLE, TN 37216		

FILE #

WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor, **RITA A. BANN, a widow and not remarried**, of the County of Davidson and State of Tennessee, for and in consideration of Ten Dollars, and other good and valuable considerations in hand paid, receipt of which is hereby acknowledged, conveys and warrants unto;

> **RITA A. BANN**, whose address is 1232 Eastdale Avenue, Nashville, TN 37216, as Trustee under the provisions of a Trust Agreement dated the 1st day of October, 1984, known as the Rita A. Bann Declaration of Trust,

(and in the event of the death, resignation, refusal or inability of the said Grantee to act as such Trustee, then unto Craig R. Bann and Jody R. Phillips,

acting together or the survivor of them, or if the physician attending the remaining or surviving co-trustees certifies that in his or her judgment the remaining or surviving co-trustee is unable to act, as Successor in Trust with like powers, duties and authorities as are vested in the said Grantee as such Trustee) the following described real estate in the County of Davidson and State of Tennessee, to-wit:

Land in Davidson County, Tennessee, being the northeasterly 55 feet of Lot 8 of Block "H" on the Plan of Jackson Park, Section No. 2, as of record in Book 843, Page 21, said Register's Office; and Lot No. 10 of Block "H" on the Plan of Jackson Park, Section No. 3, not of record, described together as follows:

Beginning on the southeasterly margin of Eastdale Avenue at a point 20 feet northeast of the corner of Lots Nos. 6 and 8 of Block "H" on said Plan of Jackson Park, Section No. 2; thence with said avenue northeastwardly 165 feet to the corner of Lots Nos. 10 and 11 on said unrecorded plan; thence with the line between said two lots southeastwardly 250 feet; thence westwardly 115 feet to the corner of said Lots Nos. 8 and 10; thence with the southeasterly line of said Lot No. 8 southwardly 55 feet; thence northwestwardly 175 feet to the beginning.

Being the same property conveyed to Grantor by Deed recorded in Book _____, Page _____, or Instrument #20040318-0031115, Register's Office for said County.

OWNER OCCUPIED
THIS IS A NO CONSIDERATION TRANSFER

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

Full power and authority is hereby granted to said trustee to improve, manage, protect and 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 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 infuturo, 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 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 of 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 said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed 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 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 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 Title 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 Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set her hand and seal, this 16th day of November, 2004.

Rita A. Bann

Rita A. Bann

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) ss

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT RITA A. BANN, a widow and not remarried, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 16th day of Novembe., 2004.

CARA REBECCA STOUT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 24, 2006

Cara Rebecca Stout
Notary Public

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