Davidson County DEEDQC
Recvd: 12/30/04 10:16 3 pgs
Fees:17.00 Taxes:0.00
20041230-0154585

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
W. White, Trustee Spann Family Trust 1029 Hwy 51; Suite F-2 Box 32 Madison, MS 39110	New Owner	Map 147 Parcel 15-13

This instrument prepared by: Front Porch Development, LLC, 5543 Edmondson Pike, #69; Nashville, TN 37211.

DEED INTO LAND TRUST

THIS INDENTURE, made this 30th day of December, 2004, between Front Porch Development, LLC, party of the first part (hereinafter referred to as "Grantor"), and Spann Family Trust, a Land Trust (an executory Trust), W. White, as Trustee, party of the second part (hereinafter referred to as "Grantee").

WITNESSETH, that the said party of the first part for and in consideration of the sum of ten dollars ($10.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents grant, bargain, sell, remise, release, transfer, convey and forever quitclaim the right, title, interest, claim or demand which the said party of the first part has or may have in the property:

> **That parcel of land in Davidson County, Tennessee, being Lot No. 52 as shown on the map entitled Whispering Hills, Section 1, of record in Plat Book 2331 pages 82-84, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a complete and accurate legal description. Being the same property conveyed to Mary Beth Holt and husband, Randy L. Holt, by deed of record in Instrument Number 2240621-0073136, said Register's Office.**
> Source of Title # 20040917-0112406

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 described and in the existing ~~Declaration of~~ Trust and Land Trust Agreement of said ~~Trust and~~ the Trust set forth. RSW

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 Statutes, 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 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.

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.

IN WITNESS WHEREOF the Grantor aforesaid has hereunto set his hand and seal this 30th day of December, 2004.

Witness

Grantor Front Porch Development, LLC, Mem

STATE OF Tennessee
COUNTY OF Davidson.

On this 30th day of December, 2004, before me personally appeared the undersigned, a Notary Public in and for said County and State, the within named bargainors with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledge to have executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 30th day of December, 2004.

Notary Public

GARY BOSHERS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires July 30, 2005

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ 0
AFFIANT Front Porch Development
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 30 DAY OF December 20 04
Deputy Register