Davidson County DEEDWARR
Recvd: 09/30/05 14:46 3 pgs
Fees:17.00 Taxes:0.00
20050930-0117934

Warranty Deed To Trustee

The Grantor(s) Cindy E. McCasland of the County of Davidson and the State of Tennessee for and in consideration 10.00 Dollars, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants under provisions of NRS 375.090, Section 8.

Unto Eric R. Goodman as Trustee and not personally under the provisions of a trust agreement dated the 27th day of September Two Thousand and Five known as Cindy E. McCasland Family Trust, the following described real estate in the county of Davidson State of Tennessee. A revocable living trust.

To wit See attached:

Together with all the tenements, hereditaments and appurtenances, thereto, belonging or in anyway app ertaining.

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 of any part of it, and at any time or times, to subdivide said premises or any part hereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part hereof, and to re-subdivide 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, 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, to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify 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 future renters, to partition or to exchange the 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 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 are conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any money borrowed or advanced on said premises, or be obliged to see that 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 same 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 constitutions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon beneficiaries thereunder and (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage and 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 earning, 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 and land and will defend the same against the lawful claims of all persons whomsoever, and that the said land is free of all encumbrances, except taxes accruing subsequent to December 31 20

In Witness **Whereof,** The said grantor has herunto set their hands and seals this 27th day of September ,20 05 ,AD.

Signed, Sealed and Delivered in our Presence:

Grantors Cindy E. McCasland Witness

Grantees Witness

ACKNOWLEDGEMENT;

STATE OF Tennessee

COUNTY OF Sumner

On

personally appeared before me a notary public, Cindy E. McCasland who acknowledged he/she executed th

above instrument on his/her own behalf.

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

Notary Public

9-27-05

THIS INSTRUMENT WAS PREPARED BY Eric R Goodman 1300 Magnolia Rd. Nashville, Tennessee 37204		
ADDRESS NEW OWNER(S) AS FOLLOWS: Eric R Goodman	SEND TAX BLLLS TO: Taylor, Bean, & Whitaker Mortgage Corp.	MAP-PARCEL NUMBERS 17-298
(address) 1300 Magnolia Rd. Nashville, TN 37204	(address) 101 NE 2nd Street Ocala, FL 34470-6642	

Source of Title
20010622-0066420

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPTOF WHICH IS HEREBY ACKNOWLEDGED, WE, Cindy McCasland, HEREINAFTER CALLED THEGRANTOR, BY THESE PRESENTS DO TRANSFER, CONVEY AND WARRANTY DEED UNTO ERIC R GOODMAN, HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, FOREVER, ALL MY RIGHT TITLE AND INTEREST IN THE FOLLOWING DESCRIBED TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OFTENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Being a tract of land in Davidson County, Tennessee, and being a portion of that property conveyed to J.R. McCasland Sr., in Book 2200, Page 004, Register's Office for Davidson County, Tennessee, begin more accurately described according to a survey by Tommy E. Walker, R.L.S. Tennessee License #1465 as follows:

Beginning at an iron pin in the northerly R.O.W. of Dry Creek Road, said pin being the most southwesterly corner of herein described tract: thence N. 35 deg. 49' 32" W., 526.7 feet to an iron pin corner in the south line of Hardcastle (B.2855, P.307, R.O.D.C.T.) a corner with J. R. McCasland, Jr., (B. 5136, P. 421, R.O.D.C.T.); thence with the south line of said Hardcastle S. 85 deg. 27' 20" E., 218.02 feet to an iron pin; thence S. 48 deg. 35' 41" E. 544.42 feet to an iron pin in the north margin of Dry Creek Road; thence with a curve to the left, (A=30 Deg. 17' 10", R=6l4.89 feet, LC=321.26 feet), 325.03 feet to the point of beginning containing 2.44 acres, more or less.

Being the same property conveyed to Cindy McCasland by Quitclaim Deed from Dennis W. Birdwell, filedfor record on 3/16/96 in Book 10839, Page 701, and from James R. McCasland, Sr. And wife, Bessie B.McCasland to Dennis W. Birdwell and wife, Cindy E. Birdwell, filed for record on 10/02/87 in Book 7369, Page187, Register's Office for Davidson County, Tennessee.