PICK-UP

PREPARED BY:
ANDERSON BUSINESS ADVISORS, LLC.

Davidson County DEEDWARR
Recvd: 10/07/05 12:33 5 pgs
Fees:27.00 Taxes:0.00
20051007-0121397

FILED AT THE REQUEST OF:
WHEN RECORDED RETURN TO:

Grant Batson
519 Bonerwood Drive
Nashville Tennessee 37211
MAIL ALL TAX STATEMENTS TO:

Grant Batson
519 Bonerwood Drive
Nashville Tennessee 37211

This space reserved for Recorder's use

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor Grant Batson and Jill Batson of the County of Davidson and State of Tennessee for and in consideration of the sum of ten and 00/100 dollars and other valuable considerations in hand paid, Convey and Warrant unto Grant Batson, their successor or successors, as Trustee under the provisions of a Trust Agreement dated Sept. 26, 2005 and known as Unlucky Trust together with that real property located in the County of Davidson, State of Tennessee and more fully described on Exhibit "A" which is incorporated herein by this reference

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for herein and in said 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 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 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 reversions, by leases to commence in praesenti or 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 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 any 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 the real or personal property, to grant easements or charges 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 by 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, 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 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 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.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Tennessee, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal this 26 day of September, 2005 .

Grant Batson, Grantor

Jill Batson, Grantor

Acknowledgement (Beneficiary)

State of Tennessee)
)ss.
County of Davidson)

I certify that I know or have satisfactory evidence that Grant Batson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 26 day of September, 2005.

JAN BATSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

Jan Batson
Signature of Notary

Notary Public in and for the State of Tennessee,
residing at _____.
My Commission Expires: My Commission Exp. Jan. 24, 2009

Acknowledgement (Beneficiary)

State of Tennessee)
)ss.
County of Davidson)

I certify that I know or have satisfactory evidence that Jill Batson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 26 day of September, 2005.

Jan Batson
Signature of Notary

Notary Public in and for the State of Tennessee,
residing at _____.

My Commission Expires: My Commission Exp. Jan. 24, 2009

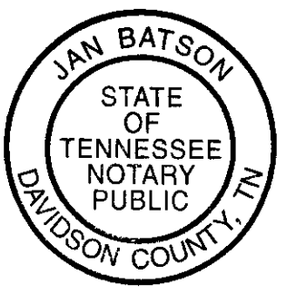


EXHIBIT "A"

The following described real estate, situated in the County of Davidson, State of Tennessee:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 49 ON THE AMENDED PLAN OF PAYNE, BLAKEMORE AND CUNNING'S ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 70 AND AS AMENDED IN BOOK 57, PAGE 81, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH SAID PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURSATE LEGAL DESCRIPTION THEREOF.

BEING THE SAME PROPERTY CONVEYED TO KEVIN J. SEATS, AN UNMARRIED MAN, BY WARRANTY DEED FROM WILLIAM BATY, DATED FEBRUARY 15TH, 2001, OF RECORD IN INSTRUMENT NO. 20010221-0016083, REGISTER'S OFICE FOR DAVIDSON COUNTY, TENNESSEE. THE SAID KEVIN J. SEATS HAVING SINCE MARRIED.

THIS CONVEYANCE IS SUBJECT TO ANY AND ALL ZONING REGULATIONS, BUILDING RESTRICTIONS AND SETBACK LINES, IF ANY, AND EASEMENTS AND RIGHTS FOR PUBLIC UTILITIES APPLICABLE TO THIS PROPERTY; AND TAXES FOR THE CURRENT YEAR WHICH HAVE BEEN PAID BY THE GRANTOR(S) HEREIN.

ASSESSOR'S PARCEL NUMBER: **094-01-080**

Source of Title 20041220-0150858