RECORDING REQUESTED BY:
PREPARED BY:
Steffan & Macdonald, L.L.C.
4020 University Drive, #207, Fairfax, VA 22030

Davidson County DEEDQC
Recvd: 10/17/05 12:35 6 pgs
Fees:32.00 Taxes:0.00
20051017-0124912

WHEN RECORDED MAIL TO GRANTEE:
SEND TAX BILLS TO:
JOHN DONELSON, III
400 Troy Court
Vienna, Virginia 22180
NO TITLE SEARCH PERFORMED:
EXEMPTION:
CONSIDERATION: $0.00
MAP NO.: 64
PARCEL NO.: 14

SPACE ABOVE FOR RECORDER'S USE

Quitclaim Deed

This Deed transfers property located at 4041 Old Hickory Boulevard, Old Hickory, Tennessee.

For Zero Dollars ($0.00) cash in hand paid and other consideration which is hereby acknowledged, JOHN DONELSON, III, a married man, **GRANTOR**, does hereby Remise, Release and Quitclaim all interest of Grantor in and to the following described real property in the County of Davidson, State of Tennessee, to:

> JOHN DONELSON, III and JANICE T. DONELSON, Trustees, or their successors in trust, under the DONELSON LIVING TRUST, dated September 28, 2001 and any amendments thereto. **GRANTEE.**

JOHN DONELSON, III made all mortgage payments and will continue to make all mortgage payments in the future. No Grantor or Grantee is assuming liability for debt or being relieved of liability for debt in this transaction. This no consideration deed transfers interest in real property under the terms of the Grantor's revocable trust in which Grantor is a primary beneficiary.

The real property is more accurately described as follows:

See Attachment A hereto for Legal Description; and

BEING THAT same property acquired by Grantor by Deed filed on December 31, 1975 and recorded in Deed Book 4984 at Page 157, by Deed filed on September 17, 1976 and recorded in Deed Book 5069 at Page 399, by Deed filed on January 7, 1977 and recorded in Deed Book 5104 at Page 88, by Deed filed on January 7, 1977 and recorded in Deed Book 5104 at Page 85, and by Deed filed on December 28, 1977 and recorded in Deed Book 5237 at Page 777.

This conveyance is made expressly subject to the easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have not otherwise become ineffective (the "Real Estate").

GRANTEE SHALL HAVE AND HOLD such property, as Trustee, in trust, with full power and authority to protect and conserve the Real Estate; to sell, contract to sell, and to grant options to purchase the Real Estate, or any part thereof, and any right, title and interest therein on any terms; to exchange the Real Estate or any part thereof for any and other real or personal property upon any terms; to convey the Real Estate or any part thereof by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge, or otherwise encumber, finance or refinance the property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Real Estate or any part thereof from time to time for any period of time, for any rental and upon any other terms and conditions (whether or not extending beyond the term of the Trust); to release, convey, or assign any other right, title or interest of the Trustee whatsoever in and to the Real Estate or any part thereof. All authority, power and discretion herein granted to the Trustee may be exercised by any of the Trustees, individually, without the consent of any other Trustee, with the same effect as if exercised jointly by all the Trustees. No party dealing with the Trustee, or successor Trustees, in relation to said Real Estate in any manner whatsoever, and, without limiting the foregoing, no party to whom the said Real Estate or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obligated to see to the application of any purchase money, rent or money borrowed, or otherwise advanced on the interest of the Trustee in the Real Estate; required

to see that the terms of the Trust have been complied with; obligated to inquire into the authority, necessity or expediency of any act of the Trustee; or privileged to inquire into any of the terms of the Trust.

Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Real Estate shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder that at the time of delivery of such instrument the Trust was in full force and effect; that such instrument was duly executed in accordance with the terms and conditions of the Trust and is binding upon all beneficiaries thereunder; that the Trustee was duly authorized and empowered to execute and deliver every such instrument; that any successor Trustee has been properly appointed and is fully vested with all the title, estate, rights, powers, duties and obligations of their predecessor in trust. The Trustee shall have no individual liability or obligation whatsoever arising from their ownership, as Trustee, of legal title to the Real Estate, or with respect to any act done or contract entered into or indebtedness incurred by him or her in dealing with the Real Estate, or in otherwise acting as Trustee hereunder.

The interest of every beneficiary hereunder and under the Trust, and of all persons claiming under any of them, shall be only in the earnings, income and proceeds arising from the rental, sale or other disposition of the Real Estate. Such interest is hereby declared to be personal property, and no beneficiary hereunder and under the Trust shall have any right, title or interest, legal or equitable, in or to the Real Estate, as such, but only in the earnings, income and proceeds thereof as provided in the Trust. This Deed and the conveyance hereunder are governed by and to be read and construed with reference to Section 55-17.1 of the Code of Virginia (1950) (the "Code"), as amended as of the date hereof. The Trustees herein shall have the powers set forth in Section 64.1-57 of the Code,

which section is hereby incorporated herein by reference.

My spouse joins herein in reference to any statutory and/or common law rights.

WITNESS the following signature and seal:

JOHN DONELSON, III

JANICE T. DONELSON

WITNESS

WITNESS

STATE OF VIRGINIA)

To-Wit:

CITY/COUNTY OF FAIRFAX)

The foregoing instrument was acknowledged before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, on this September 15, 2005 by JOHN DONELSON, III, Grantor and Trustee and JANICE T. DONELSON, Spouse.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 31, 2008

Attachment A

Situated in the 4th Civil District of Davidson County, Tennessee, about 10 miles northeast of the City of Nashville, Tennessee, on both sides of the Hadley Bend Road and on the East Bank of the Cumberland River described, according to a survey made in the year 1919 by W. B. Southgate, Surveyor, as follows:-

Beginning in the center of said Hadley Bend Road, at the southeast corner of a 48 acre tract, shown on said survey, and running thence north 64° west 930 feet; thence south 23½° west 198 feet; thence north 48-3/4° west 345 feet; thence north 68¼° west 78 feet; thence north 63° 40' west 203 feet; thence north 27½° east 280 feet; thence north 0° 45' east 127 feet; thence north 82½° west 3828 feet; thence north 81-3/4° west 1180 feet to low water mark of the Cumberland River; thence with said River, at low water mark, north 24° west 500 feet, north 28° 50' west 300 feet and north 34° 55' west 1563 feet to the southwest corner of the Old Edward Bondurant tract of land; thence south 88½° east with the southern boundary line of said Edward Bondurant tract of land 3366 feet to a corner of Tract No. 1 conveyed by John Donelson and wife to the United States of America, by deed of record in Book No. 535, page 43, Register's Office for said County; thence with the boundary lines of said Tract No. 1, as follows: South 3½° east 489 feet south 56° east 998½ feet north 86½° east 2000 feet, north 3° west 599 feet and north 14½° west 256 feet to the center of the Old Hadley Bend Road, the northeast corner of said Tract No. 1; thence south 62½° east 916 feet 9½ inches to the northwest corner of a small tract of land conveyed by John Donelson and wife to J. S. Jenkins and O. T. Jenkins, by deed of record in book No. 921, page 135, said Register's Office; thence with the westerly and southerly boundary lines of said tract of land south 50½° east 88 feet 5 inches and south 69° east 142 feet 3 inches, more or less, to a point in the center of the Old Hadley Bend Road, the southeast corner of said tract of land; thence south 62½° east with the center of said Road 66 feet 4½ inches to a copper pin in the old property line of John Donelson; thence south 85° 50' east, with the center of the Hadley Bend Road, 753 feet to a corner of the Lewis Hurt Tract; thence south 3° west, with the center of said Road 725 feet to the intersection of the center of said Road with the center of Rabbit or Shute Lane, the southwest corner of said Lewis Hurt Tract,

being also the northwest corner of a tract of 3 acres conveyed by John Donelson and wife to the Davidson County Board of Education, by deed of record in book No. 734, page 556, said Register's Office; thence south 14° west, with the center of said Hadley Bend Road, 315 feet to the southwest corner of said 3 acre tract of land; thence south 86¼° east, with the southern boundary line of said 3 acres 421.6 feet to a stake, the southeast corner of said tract; thence north 14° east with the eastern boundary line of said tract 315 feet to the center of Rabbit or Shute Lane, the northeast corner of said tract; thence south 86¼° east, with the center of said lane 1878.4 feet to the northeast corner of a tract of land, containing 125.55 acres, shown on said survey; thence south 2° west, with the eastern boundary line of said tract 2185 feet to the southeast corner of said tract of land; thence north 89° west with the southern boundary line of said tract of land 2583 feet to the center of said Hadley Bend Road, the southwest corner of said tract of land; thence north 3½° east with the center of said Road 181 feet to the beginning, containing 436.55 acres, more or less, including in the above description, but excluding from the area, a strip of land 100 feet wide, containing 6.9 acres, conveyed by John Donelson and wife to the United States of America be deed of record in Book No. 535, page 43, said Register's Office. Subject to the right-of-way of the Tennessee Central Railroad containing 6.9 acres more or less, said tract contains 429.65 acres more or less.