Davidson County DEEDQC
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Fees:17.00 Taxes:0.00
20070301-0025073

**This instrument was prepared by and after recording mail to:**
David B. Shiner, Esq.
Chuhak & Tecson , P.C.
30 S. Wacker Drive, Suite 2600
Chicago, Illinois 60606

## QUIT CLAIM DEED IN TRUST

THE GRANTORS, D. Ira Downs, Jr., and Maria E. Rogers ("Grantors"), for and in consideration of TEN and NO/100 ($10.00) DOLLARS, and other good and valuable consideration in hand paid, CONVEYS AND QUIT CLAIMS to Dealous Ira Downs, Jr., not individually, but as Trustee of the DEALOUS IRA DOWNS, JR. REVOCABLE LIVING TRUST DATED MAY 3, 2001, (hereinafter referred to as "said trustee", regardless of the number of trustees), and unto all and every successor or successors in trust under said trust agreements, 100% of the Grantors' interest, in the following described real estate in the County of Davidson and State of Tennessee, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE BEING LOT NO. 148, FIRST REVISION OF WINFIELD PARK, PHASE 1, SECTION 2, AS SHOWN ON PLAT OF RECORD AS INSTRUMENT NO. 200002250018480, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO D. IRA DOWNS, JR., AND MARIA E. ROGERS RECORDED NOVEMBER 26, 2002 FROM D. IRA DOWNS, JR. OF RECORD AS INSTRUMENT NO. 200211260146699, SAID REGISTER'S OFFICE.

Parcel Identification No.: 172 14 0B 148.00

Property address: 208 Wallingford Square, Nashville, Tennessee 37211.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alleys; 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 trustees; 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, 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 thereof, to partition or 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 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 consideration 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, 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 the 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 Deed and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the conditions and limitations contained in this Deed 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.

And the said Grantors hereby expressly waives and releases any and all rights or benefits under and by virtue of any and all statutes of the State of Tennessee providing the exemption of homestead from sale on execution or otherwise.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 7 day of February 2007.

By: _____
D. Ira Downs, Jr.

By: _____
Maria E. Rogers

**THIS TRANSACTION IS A CONVEYANCE FOR NO CONSIDERATION.**

State of TN )
)ss.
County of Davidson )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that D. Ira Downs, Jr., and Maria E. Rogers, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal the 7th day of February, 2007

Susan V Johnson
Notary Public

My Commission expires 12/27/09

New Owner and
Send Subsequent tax bills to:

Dealous Ira Downs Jr., as Trustee
1070 Gay Winds Drive
Mt. Juliet, Tennessee 37122

SUSAN V. JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD