Davidson County DEEDQC
Recvd: 03/02/07 09:52 5 pgs
Fees:27.00 Taxes:0.00
20070302-0025793

This instrument prepared by:
MICHAEL J. PHILBIN, P.C.
2021 Richard Jones Road, Suite 220
Nashville, TN 37215-2860

QUITCLAIM DEED

FROM: **WILLIAM J. MILLER AND WIFE, SUE C. MILLER, TRUSTEES OF THE WILLIAM J. MILLER AND SUE C. MILLER TRUST U/A/D SEPTEMBER 11, 2001**

TO: **WILLIAM J. MILLER AND WIFE, SUE C. MILLER**

State of Tennessee)
County of Davidson)

The actual consideration for the transfer of this interest is $ -0- .

William J Miller
Affiant

Subscribed and sworn to before me this 22nd day of February, 2007.

Laura B. Ringer
Notary Public

3-21-09
Commission Expiration Date

LAURA B RININGER NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Name and Address of New Owner	Name and Address of Persons or of Entity Responsible for Payment of Property Taxes	Map – Parcel Number(s)
MR. AND MRS. WILLIAM J. MILLER 1628 S. OBSERVATORY DRIVE NASHVILLE, TN 37215	**SUNTRUST MORTGAGE, INC. P.O. BOX 79041 BALTIMORE, MD 21279-0041**	**117-15-0; 109**

KNOW ALL MEN BY THESE PRESENTS that William J. Miller and wife, Sue C. Miller, Trustees of The William J. Miller and wife, Sue C. Miller Trust U/A/D September 11, 2001, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, the receipt of which is hereby acknowledged, have bargained and sold, and do hereby convey, remise, release and forever quitclaim unto William J. Miller and wife, Sue C. Miller their heirs and assigns all of our right, title and interest as Trustees in and to a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 42 on the Plan of Resubdivision of Lot 42 and 43, Green Hills Subdivision, Section 1 of record in Plat Book 547, Page 128, as amended in Book 6200, Page 576, 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 the Aforesaid Trustees by Quitclaim Deed from recorded as Instrument No. 20010928-0104994, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 1628 South Observatory Drive, Nashville, TN 37215.

Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

See attached Exhibit A, Certification of Trust, setting forth the Powers of the Trustees to buy, sell and mortgage real property without the joinder of any beneficiary.

[SIGNATURE PAGE FOLLOWS]

WITNESS my hand this 22nd day of February, 2007.

WILLIAM J. MILLER AND WIFE, SUE C. MILLER, TRUSTEES OF THE WILLIAM J. MILLER AND WIFE, SUE C. MILLER TRUST U/A/D DATED SEPTEMBER 11, 2001

William J. Miller, Trustee

William J. Miller, Trustee

Sue C. Miller, Trustee

Sue C. Miller, Trustee

STATE OF TENNESSEE §
COUNTY OF DAVIDSON §

Personally appeared before me, the undersigned, a Notary Public in and for said county and State, the within named William J. Miller and wife, Sue C. Miller, Trustees of The William J. Miller and wife, Sue C. Miller Trust U/A/D September 11, 2001, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 22nd day of February, 2007.

My Commission Expires: 3-21-09

Laura B. Rininger

Notary Public

LAURA B. RININGER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A
CERTIFICATION OF TRUST
FOR THE
WILLIAM J. MILLER AND SUE C. MILLER TRUST U/A/D DATED SEPTEMBER 11, 2001

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The undersigned, William J. Miller and Sue C. Miller being first duly sworn, depose and say they are at least 18 years of age and are currently the acting Trustees of The William J. Miller and wife, Sue C. Miller, Trustees of The William J. Miller and wife, Sue C. Miller Trust u/a/d dated September 11, 2001 and further states as follows:

1. The William J. Miller and wife, Sue C. Miller, Trustees of the William J. Miller and wife, Sue C. Miller Trust u/a/d dated September 11, 2001 is a valid, existing trust, having been created by a written agreement on September 11, 2001.

2. (a) The creators of the trust are William J. Miller and Sue C. Miller.
   (b) The currently acting Trustees are William J. Miller and Sue C. Miller.
   (c) The named Successor Trustees are: 1st Jennifer Ann Hoffman; 2nd Jeffrey Allen Hoffman; 3rd Julie Lynn Leist.

3. The administrative and/or managerial powers of the Trustees are setforth in Article XVII of the Trust Agreement and include the power to buy, sell and mortgage any trust property without the joinder of any beneficiary. See Exhibit 1 attached for a complete enumeration of the Trustees' powers.

4. (a) The trust is revocable.
   (b) The persons holding the power to revoke the trust are the creators named above.

5. Either one of the original Trustees has the authority to sign documents or instruments on behalf of the Trust.

6. The conditions for the succession of the successor trustees are resignation, death or inability to manage the affairs of the Trust by the preceding Trustee(s).

   Third parties are entitled to rely of the authority of the successor trustee(s) without proof of his/her/their succession.

7. Trust property should be titled as follows: William J. Miller and wife, Sue C. Miller, Trustees of the William J. Miller and Sue C. Miller Trust u/a/d dated September 11, 2001.

8. To the best of the undersigneds' knowledge, the trust has not been revoked, modified, or amended in any manner that would cause the representations and statements contained herein to be incorrect.

This 22nd day of February, 2007.

William J. Miller, Trustee

William J. Miller, Trustee

Sue C. Miller, Trustee

Sue C. Miller, Trustee

Sworn to and subscribed to before me this 22nd day of February, 2007.

My commission expires: 3-21-09

Notary Public

LAURA B RININGER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT 1

ARTICLE XVII--Powers of Trustees

The Trustee shall hold, manage, care for and protect the Trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

A. To retain any property originally constituting the Trust or subsequently added thereto, although not of a type, quality or diversification considered proper for Trust investments;

B. To invest and reinvest the Trust property in bonds, stocks, U. S. Government securities, insured certificates of deposit, limited partnerships, all forms of managed accounts, mortgages, notes, mutual funds, or other property of any kind, real or personal, regardless of its suitability as an investment for Trust funds. The Trustee is also specifically empowered to maintain margin accounts. Any Successor Trustee serving hereunder shall likewise have all of these powers.

C. To cause any property, real or personal, belonging to the Trust, to be held or registered in the Trustee's name or in the name of a nominee;

D. To vote in person, or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, and to exercise or sell any subscription or conversion rights, and to consent to and join in or oppose any voting Trusts, reorganizations, consolidations, mergers, foreclosures and liquidations, and in connection therewith to deposit securities and accept and hold other property received therefrom;

E. To leave Trust property in the Trust for any period of time, even though commencing in the future or extending beyond the term of the Trust;

F. To borrow money from any lender, including a Trustee hereinunder individually, extend or renew any existing indebtedness and mortgage or pledge any property in the Trust;

G. To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with all Trust property (specifically including real property) and any re-investments thereof from time to time for such price and upon such terms as the Trustee sees fit;

H. To employ agents, attorneys and proxies, and to delegate to them such powers as the Trustee considers desirable;

I. To compromise, contest, prosecute or abandon claims in favor of or against the Trust;

J. To distribute income or principal, in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, to value the Trust property and to sell any part or all thereof in order to make allocation or distribution; and no action taken by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary;

K. To deal with, purchase assets from, or make loans to, the Trustee of any Trust made by the Trustors or any member of the Trustor's family or a Trust or estate in which any beneficiary under this agreement has an interest (even though a Trustee hereunder is also a fiduciary of said Trust or estate) and to retain any property so purchased;

L. To elect to receive or disclaim any qualified plan death proceeds, whether under a qualified pension, profit sharing, Keogh, individual retirement account or any other such plan. Receipt may be made either in a lump sum or in any other manner permitted by the terms of the particular plan. In the event of such election, the Trustee or Successor Trustee shall not be made liable to any beneficiary for the death benefit election ultimately selected or any disclaimer made. In the event such qualified plan proceeds have been made payable to this Trust, then in that event such proceeds may not be used to pay for any estate taxes, trustee fees or any other administrative expenses of the estate of the Trustor or Trustors. Further, in the event the Trustee or Successor Trustee determines it will be in the best interest of the beneficiaries or the Trust Estate to qualify such plan

for continued deferral based on applicable Internal Revenue Code provisions, then in that event the Trustee or Successor Trustee shall make some form of initial distribution to Trust beneficiaries from said plan within one year of the date of death of the Trustor or Trustors as the case may be.

M. To perform other acts necessary or appropriate for the proper administration of the Trust, execute and deliver necessary instruments, and give full receipts and discharges;

N. To perform, in addition to any and all powers granted herein, all those fiduciary powers set forth in Tennessee Code Annotated 35-50-110, said provisions being incorporated herein by reference.

In the event any provision in this Agreement authorizes any Trustee or Trustees who are also beneficiaries of this Trust Estate to make discretionary distributions to himself, herself or themselves, including Successor Trustees and any alternate trustees, the provisions of Tennessee Code Annotated Section 35-50-124 "Limited power of trustee--Beneficiary" (wherein such distributions are limited unless a Trust Agreement provides to the contrary) shall be of no force or effect, such distributions being fully authorized in accordance with the provisions of this Trust Agreement.