WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 262,970.00

Michael E. Nores
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF July, 2007

Notary Public

MY COMMISSION EXPIRES: 7/21/2007
(AFFIX SEAL)

SHANNON PHILBIN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JULY 21, 2007

THIS INSTRUMENT WAS PREPARED BY:
MICHAEL J. PHILBIN, P.C., 2021 Richard Jones Road, Suite 220, Nashville, TN 37215

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MICHAEL E. NORES AND ANITA E. NORES, TRUSTEES	SAME	161-13-B-420CO
(NAME)	(NAME)	
5721 EDMONDSON PIKE #420		
(ADDRESS)	(ADDRESS)	
NASHVILLE, TN 37211		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Davidson County DEEDWARR
Recvd: 07/06/07 15:51 5 pgs
Fees:28.00 Taxes:972.99
20070706-0081109

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **PULTE HOMES TENNESSEE, LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP,** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **MICHAEL E.NORES AND ANITA E. NORES, TRUSTEES OF THE NORES FAMILY REVOCABLE LIVING TRUST U/A/D MAY 25, 2007,** THEIR SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN ~~WILLIAMSON~~ Davidson (KS) COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND in Davidson County, Tennessee being **Lot No. 420** On the plan of Creekside of Brentwood, as shown on Exhibit "A" of the Master Deed of record in Instrument No. 20050204-0013611 as amended in Instrument No. 20050329-0034131 and Instrument No. 20050822-0100021 Register's Office for said County, to which plan reference is hereby made for a more complete and accurate description.

BEING a portion of the same property conveyed to Pulte Homes Tennessee Limited Partnership, a Nevada Limited Partnership by deeds of record in Instrument No. 20031008-0149616 and Instrument No. 20040305-0025836, re-recorded in Instrument No. 20040401-0036841 Register's office for Williamson County, Tennessee

This conveyance is subject to any and all existing restrictions and easements of record.

For the purpose of identifying the Trust Instrument and enumerating the powers of the Trustees thereunder, an Abstract of Trust is attached hereto as Exhibit "A"

unimproved ☐

This is improved ☒ property, known as **5721 Edmondson Pike #420, Nashville, TN 27211**

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 3rd DAY OF July, 2007

Pulte Homes Tennessee Limited Partnership, A Nevada Limited Partnership

By: Radnor Homes Inc.
General Partner

By: Kate Sniderman
Kate Sniderman, as designated agent

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kate Sniderman with whom I am personally acquainted and who upon her oath acknowledged herself to be the designated agent and Attorney in Fact for Radnor Homes, Inc., General Partner of Pulte Homes Tennessee Limited Partnership, a Nevada Limited Partnership, the within named bargainor, and that she as such designated agent and Attorney in Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as its designated agent and Attorney in Fact

Witness my hand and official seal at Nashville, Tennessee this 3rd DAY OF July, 2007

Commission expires:



My Commission Expires JULY 21, 2007

Notary Public

Exhibit "A"

ABSTRACT OF TRUST

The undersigned hereby certify that on May 25, 2007, they created a revocable Living Trust. This Trust is known as: **The Nores Family Revocable Living Trust, dated May 25, 2007, Michael E. Nores and Anita E. Nores, Trustors and/or Trustees,** for the benefit of the Nores Family Revocable Living family.

IT IS AGREED BETWEEN PARTIES HERETO AS FOLLOWS:

Description of Trust

The undersigned hereto desire to confirm the establishment of a revocable and amendable Living Trust on May 25, 2007, and amendments thereto, for the benefit of the Trustors (as husband and wife) and containing inter alia the following provisions:

1. Michael E. Nores and/or Anita E. Nores are designated as the Trustees to serve until the death, resignation or incompetence of both Trustors. If more than one, the original Trustees are authorized to serve jointly and severally and either shall have full authority for the Trust without the consent of the other, to act independently in performing transactions on behalf of the Trust, except as to transactions involving real property.

2. Upon the death, resignation, incompetence or failure to act of both original Trustees, the Successor Trustee is (or Co-Trustees are) designated as Keith U. Nores.

3. Upon the death of either Trustor, the Trust Estate, at the option of the Trustee, will become allocated into as many as three (3) different trusts or sub-trusts designated as Trust A (the Survivor's Trust), Trust B (the Decedent's Trust), and Alternate State Trust B (another Decedent's Trust). Trusts B and Alternate State B, if organized will be irrevocable and unamendable.

4. The Surviving Spouse as the beneficiary of sub-trust A retains the unlimited right to withdraw income and principal from sub-trust A. The Surviving Spouse also retains a general power of appointment which can be exercised by Will, or by lifetime transfer, over the sub-trust A property. It is specifically intended that sub-trust A shall qualify for the marital deduction under Internal Revenue Code Section 2056.

5. The Surviving Spouse is vested with a lifetime income from sub-trusts B and Alternate State B The Trustee may invade principal of any of said sub-trusts for the benefit of the Surviving Spouse as determined by an ascertainable standard.

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6. Any Trustee/Trustor has the power and authority to manage and control, buy, sell and transfer the Trust property, in such manner as the Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning said property and the proceeds thereof as fully and amply as though said Trustee were the absolute and unqualified owner of same, including the power to grant, bargain, sell and convey, encumber and hypothecate, real and personal property, and the power to invest in corporate obligations of every kind, stocks, preferred or common, and to buy stocks, bonds and similar investments on margin or other leveraged accounts, except to the extent that such management would cause inclusion of an irrevocable Trust in the estate of a Trustee.

7. Following the death of both Trustors, the Trust, (or sub-trusts as the case may be) continues or is distributed in whole or in part for the benefit of the Beneficiaries named in the Trust according to the terms set out in the Trust.

8. While both Trustors are living and competent, except when there shall be a Corporate Trustee, either Trustee may add money to or withdraw money from any bank or savings and loan or checking account owned by the Trust without the approval of the other Trustee or Trustor, provided, however, that the equitable ownership of funds received and deposited, whether community property or non-community property shall not change and the Trustor removing or adding funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the Trust.

9. All property transferred into the Trust is intended to be the commonly owned property of the Trustors, unless the Trustors have provided otherwise by a Separate Property Addendum attached to the Trust, or by a separate agreement between the Trustors attached to the Trust.

10. All personal property transferred into Trust remains personal property and all real property transferred into Trust remains real property.

11. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the Trust and subsequent transferees are entitled to rely upon such transfers provided the chain of title is not otherwise deficient.

12. The situs of the Trust is the State of Tennessee.

13. This Trust contains a spendthrift provision.

14. The use of this Abstract of Trust is for convenience only. The terms of the Trust alone control the interpretation of the Trust. Any conflict between this Abstract and the Trust shall be resolved by reference to the express terms of the Trust.

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IN WITNESS WHEREOF, the parties hereto have executed this Abstract of Trust this 25th day of May, 2007.

TRUSTORS:

Michael E. Nores
Michael E. Nores

Anita E. Nores
Anita E. Nores

TRUSTEES:

Michael E. Nores
Michael E. Nores

Anita E. Nores
Anita E. Nores

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On this 25th day of May, 2007, before me, WADE MONTRIEF, (here insert name of notary) a Notary Public, personally appeared Michael E. Nores and Anita E. Nores, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Wade Montrief (Seal)

My Commission Expires: NOV 24 2007

WADE MONTRIEF
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY

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