Davidson County DEEDWARR
Recvd: 10/17/08 13:54 4 pgs
Fees:22.00 Taxes:0.00
20081017-0104635

File: First Title Witherspoon Davidson
1303 Carter St
Chatt. TN. 37402

Grantee's Address:	Send Tax Bills To:	Map Parcel No.:
Benjamin J. Witherspoon, Trustee **1315 Duncan Avenue** **Chattanooga, TN 37404-2914**	**SAME**	**81-12 Parcel 266**

Deed To Trustee

The Grantor(s), Benjamin F. Witherspoon, unmarried, of the County of Hamilton, State of Tennessee, for and in consideration of Ten Dollars and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants under provisions of Sections of Tennessee Statutes

Unto Benjamin F. Witherspoon, Trustee, and not personally under the provisions of a revocable trust agreement dated the eighth day of June Two Thousand Five, known as the Benjamin F. Witherspoon Revocable Living Trust dated June 8, 2005, the following described real estate in the County of Davidson County, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 329 on the Plan of McGavock's Town, North Nashville, as of record in Plat Book 21, Page 23, Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

For prior title and last instrument of record affecting title to the above described property, see deed recorded in instrument no. 20060512-0056035, in the said Register's Office.

For the uses and purposes herein and in said Trust Agreement set forth full power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to 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

Prepared by:
Raymond A. Fox, Jr., Atty., P.C.
1303 Carter Street
Chattanooga, TN 37402

convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part therof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of 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 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 renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements or changes 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 be lawful for any person owning the same 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 the said trustee in relation to said premises, 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, 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 such conveyance, lease or other instrument, (a) that at the time of 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 full accordance of the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

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. No beneficiaries 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.

THIS DEED IS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES TO THE INSTRUMENT AND THE PREPARER OR FIRST TITLE INSURANCE COMPANY MAKE NO REPRESENTATION AS TO THE TITLE OR ACCURACY OF INFORMATION.

Witness my hand this 24th day of July, 2008.

Benjamin F. Witherspoon

STATE OF Tennessee

COUNTY OF Hamilton

On this 24th day of **July, 2008**, before me personally appeared **Benjamin F. Witherspoon**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

9-8-2010
My commission expires:

NOTARY PUBLIC

SUSAN DIXON
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

State of Tennessee
County of Hamilton

I hereby swear and affirm that the actual consideration for this transfer or value of property or interest in property transferred , whichever is greater $0, Exempt, transferred to Revocable Trust.

Wanda Beaty, agent Affiant

Susan Dixon

Notary Public

9-8-2010

My Commission Expires:

