STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ -0-
Debbie Lamb
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 8 DAY OF JAN 20 09
Clara Jones
Deputy Register

Davidson County DEEDQC
Recvd: 01/08/09 12:13 2 pgs
Fees:12.00 Taxes:0.00
20090108-0002051

This instrument was prepared by:
Rodney S. Klein, Esq.
KLEIN & ASSOCIATES, Attorneys at Law
110 Corporate Drive, Suite 150, Johnson City, TN 37604

# QUITCLAIM DEED

**THIS QUITCLAIM DEED,** made and entered into this, the 29 day of December, 2008, by and between THOMAS G. WHITLEY (deceased 10-13-2008) and wife CLARA N. WHITLEY, herein called Party of the First Part, and THE THOMAS & CLARA WHITLEY REVOCABLE LIVING TRUST dated the 6 day of February, 2006, CLARA NADEAN WHITLEY, Trustee, herein called Party of the Second Part.

## WITNESSETH:

**THAT FOR AND IN CONSIDERATION** of the sum of Ten Dollars ($10.00) cash in hand paid, the receipt of which is hereby acknowledged, the Parties of the First Part have bargained and sold and by these presents do grant, transfer, quitclaim and convey unto the Parties of the Second Part, their successors and assigns, the following described property more particularly bounded and described as follows, to-wit:

**Davidson County – Tax ID:** 71-3-62 m/p OR

Being Lot No. 8 on the Plat of John L. Gordon and Wife's Subdivision in the 12th Civil District of said County, of record in Book 843, page 61 Register's Office for said County.

Said Lot No. 8 fronts 60 feet on the east side of Dickerson Pike and runs back between lines, 201.95 feet on the north line and 200 feet on the south line, to the east margin of Lot No. 9 of said Subdivision, measuring 50 feet thereon.

BEING the same properties conveyed to the parties of the first part by PAUL G. ACKERMAN, SR. and wife CELESTE L. ACKERMAN, by deed dated January 2, 1973, of record in said Register's Office in Deed Book ~~1069~~ 4669 OR page 359.

This conveyance is made subject to any and all valid restrictive covenants and easements as may appear of record, if any.

**IN WITNESS WHEREOF,** the Parties of the First Part hereunto sign their names on the day and year first above written.

Clara Nadean Whitley
**CLARA NADEAN WHITLEY**

STATE OF TENNESSEE )
COUNTY OF Davidson )

On this 29th day of December, 2008, before me appeared CLARA NADEAN WHITLEY, the within named, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

**WITNESS** my hand and seal of office in the State and County aforesaid this 29th day of December, 2008.

Shawn R Bowles

**NOTARY PUBLIC**

SHAWN R. BOWLES STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires 3-20-2010.

STATE OF TENNESSEE )
COUNTY OF _____ )

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is $-0-, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

_____

**AFFIANT**

Sworn to and subscribed before me, this _____ day of _____, 2008.

_____

**NOTARY PUBLIC**

My commission expires: _____.

**NAME & ADDRESS OF PROPERTY OWNER:**

THE CLARA WHITLEY
REVOCABLE LIVING TRUST
CLARA NADEAN WHITLEY, Trustee
358 Cumberland Hills Drive
Madisson, TN 37115

**NAME & ADDRESS OF PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:**

CLARA NADEAN WHITLEY, Trustee
358 Cumberland Hills Drive
Madisson, TN 37115

THE LEGAL DESCRIPTION OF THE REAL ESTATE HAS BEEN FURNISHED TO THE DRAFTSMAN BY THE GRANTOR(S) OR A THIRD PARTY OR HAS BEEN OBTAINED FROM THE PUBLIC RECORDS. THE DRAFTSMAN ASSUMES NO LIABILITY AS TO THE ACCURACY OR CONTENT THEREOF REGARDLESS OF WHETHER THE SAME IS DUE TO THE INFORMATION PROVIDED OR DRAFTSMAN'S ERROR. NO OPINION AS TO THE STATE OF TITLE HAS BEEN FURNISHED AND THE GRANTEE(S) SHOULD SEEK AN INDEPENDENT TITLE EXAMINATION IF DESIRED. THE DRAFTSMAN ASSUMES NO LIABILITY AS TO THE STATE OF TITLE OF THIS REAL ESTATE OR THE ACCURACY OF THIS DEED. FAILURE TO PROMPTLY RECORD THIS DEED IN THE APPROPRIATE REGISTER OF DEEDS' OFFICE COULD JEOPARDIZE THE GRANTEE(S) RIGHTS IN AND TO THIS REAL ESTATE. BY SIGNING THIS DEED THE GRANTOR UNDERSTANDS AND AGREES TO THIS LIMITATION OF LIABILITY AND BY ACCEPTANCE OF THIS DEED THE GRANTEE AGREES TO THE SAME.