BILL GARRETT, Davidson County
Trans: T20090064243 DEEDWARR
Recvd: 09/21/09 09:40 4 pgs
Fees: 22.00 Taxes: 0.00

20090921-0087582

Prepared By and Return to and send Tax Bills to:

Belinda Biggs
650-4 Nashville Pike
Gallatin TN 37066

**WARRANTY DEED TO TRUSTEE UNDER THE**
**402 28th Street Land Trust**

THIS WARRANTY DEED made this 1st day of July 2009, by Belinda Biggs, a single woman hereinafter called "Grantor," to Kimberly Staggs as Trustee under that certain land trust dated the 1st day of July, 2009 , and referred to as the 402 28th Street Land Trust, (hereinafter referred to as "Trustee") with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described and whose Post Office address is: 650-4 Nashville Pike Gallatin TN 37066

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situate in Davidson County, State of Tennessee, to-wit:

Parcel/Tax ID 053-08-0-121.00

THIS INDENTURE, made and entered into this 26th day of November, 1990, by and between Jack Kemp, Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and Belinda Biggs, heirs and assigns, party(ies) of the second part, by Cash Deed for Tennessee, in Book 8245, Page 570, in Davidson County, Tennessee.

Being Lot Numbers 3 and 4 of Block 20 on the Plan of Dabbs & Elliot Subdivision, of record in Plat Book 547 at page 127, Register's office for Davidson County, Tennessee.

Said Lots Nos. 3 and 4 of Block 20 fronts together a total of 100 feet on the southeasterly margin of 28th Street North and extends back between parallel lines 94 feet to a line in the rear. 1080 11/29 0101 03CHECK 89.50

Being the same property acquired by the party of all the first part pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. 1701) and the Department of Housing and Urban Development Act (79 Stat. 667) by deed dated and recorded in Book 8217, Page 111, Office of the Register, Count of Davidson, Tennessee.

This conveyance is subject to:

1. Taxes and Assessments for the year 2009, and subsequent years.
2. Zoning and other governmental regulations.

TO HAVE AND TO HOLD the above described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the 402 28th Street Land Trust, dated the 1st day of July, 2009, (Trust Agreement)

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 property 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 trustee, 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, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, 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 in any part of the reversion and to contract respecting the manner of fixing the amount of present or future

any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges of any kind, to release, conveyor 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 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 the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this Trust Agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or Declaration of Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the 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 its delivery the trust created by this Indenture and by the Trust Agreement and Declaration of Trust was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and Declaration of Trust and is binding upon all beneficiaries under those instruments, (c) that 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 the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by Trustee in connection with said property shall be as Trustee of an express Trust Agreement and not individually and the Trustees shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only as far as the trust property and funds in the actual possession of Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as persona representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each beneficiary under this Deed and under the Trust Agreement referred to previously 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 the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Trustee, the successor trustee under the trust agreement referred to above shall be _____, and upon a recording in the public records of Davidson County, State of Tennessee, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the trust agreement referred to above.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee", and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has set its hand and seal this 1 day of July, 2009.

Witnesses to both parties:

Signature (Seal)
Robert Goodall
Printed Name

Belinda Biggs (Seal)
Signature Grantor
Belinda Biggs
Printed Name

Dorothy F. Goodall (Seal)
Signature
Dorothy F. Goodall
Printed Name

Darryl Biggs (Seal)
Signature Grantor
Darryl Biggs
Printed Name

State of: Tennessee
County of: SUMNER

On 1 day of July, 2009 before me, Dorothy F. Goodall Notary [Name & Title of the Officer], personally appeared Belinda & Darryl Biggs, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dorothy F. Goodall (Seal)

My commission expires: My Commission Expires: February 26, 2013

DOROTHY F. GOODALL
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

I , or we, hereby swear or affirm that the actual consideration of $10.00 is for the establishment of a revocable Land Trust.

Kimberly Staggs as trustee

By Affiant

Subscribed and sworn to before me this the 1 day of July, 2009.

Dorothy F. Goodall

Notary

My Commission Expires:
February 26, 2013

DOROTHY F. GOODALL
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY

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