Prepared by:
Centennial Title Company, Inc.
30 Burton Hills Blvd., #165
Nashville, TN 37215

AFTER RECORDING PLEASE RETURN TO:
Lawyer's Escrow Service Inc.
2021 Richard Jones Rd., Suite 220
Nashville, TN 37215

39-B
File #10-1094

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Carolyn K. McClain, Trustee U/A/D February 25, 2002 of the Carolyn K. McClain Revocable Living Trust Agreement**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Warren S. Goodrich, Jr., and wife, Elisa S. Goodrich**, hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot No. 2-A of the Zone Lot Division of Lot 2 of the Resubdivision of Parcel No. 69 of Tupili Reddi Subdivision, recorded in Book 6200, Page 583, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description. The recording of Plat Book 6200, Page 583, amends the recording of Lot Two of the Resubdivision of Parcel No. 69 Tupili Reddi of record in Plat Book 6250, Page 650, RODC, Tennessee. Said property is also known as a portion of Lot No. 2 on the plan of the Resubdivision of Parcel No. 69 Tupili Reddi, of record in Book 6250, Page 650, said Register's Office.

Being the same property conveyed to Carolyn K. McClain, Trustee u/a/d February 25, 2002 of The Carolyn K. McClain Revocable Living Trust Agreement and any successors in Trust and any amendments thereto, by Quitclaim Deed of Correction from Carolyn K. McClain in Inst. No. 20020424-0050826 correcting Quitclaim Deed of record in Inst. No. 20020326-0036825, Register's Office for Davidson County, TN.

Attached to this Warranty Deed as Exhibit "A" is a copy of that Certification of Trust dated April 15, 2010 executed by Carolyn K. McClain as principal along with pages 8, 9 and 11 of the original trust provided with the Certification of Trust, all of which are incorporated into this Warranty Deed and may be relied upon by all parties.

The property conveyed herein is subject to matters shown on the recorded plan, and to applicable easements and restrictions of record, and Property Taxes for the current year.

This is improved property, known as: 4405 B Belmont Park Terrace, Nashville TN, 37215.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever. Grantor covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and the same is unencumbered, unless otherwise herein set out. Grantor further covenants and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's 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 THE EXECUTION HEREOF this 20th day of April, 2010.

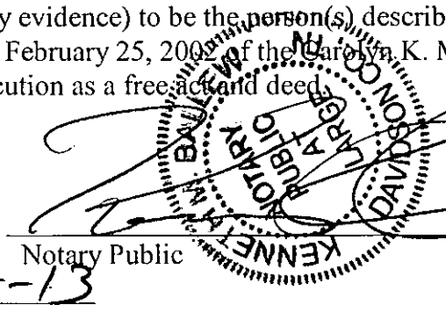
Carolyn K. McClain, Trustee

Carolyn K. McClain, Trustee U/A/D
February 25, 2002 of the Carolyn K. McClain
Revocable Living Trust Agreement

BILL GARRETT, Davidson County
Trans:T20100023723 DEEDWARR
Recvd: 04/21/10 13:35 7 pgs
Fees:38.00 Taxes:1516.63
20100421-0030168

State of Tennessee)
County of Davidson)

On this 20th day of April, 2010, before me the undersigned, a Notary Public in and for said County and State, personally appeared before me the within named Carolyn K. McClain, the bargainor(s), 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 as Trustee U/A/D February 25, 2009 of the Carolyn K. McClain Revocable Living Trust Agreement, and acknowledged the execution as a free act and deed.



Notary Public

My Commission Expires: 7-8-13

State of Tennessee)
County of Davidson)

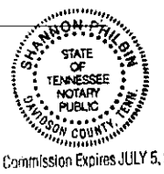
The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: **$ 409,900.00.**

Affiant

Sworn and subscribed before me on this the 20th day of April, 2010.

Notary Public

My Commission Expires: _____



My Commission Expires JULY 5, 2011

NEW OWNER:
Warren S. Goodrich, Jr.
4405 B Belmont Park Terrace
Nashville, TN 37215

RESPONSIBLE FOR TAX PAYMENT:
Avenue Bank
111 10th Avenue South, Suite 202
Nashville, TN 37203

TAX MAP-PARCEL #:
131-7-166

Exhibit "A" to Warranty Deed
consisting of 5 pages.

CERTIFICATION OF TRUST

DATE: April 15, 2010 (CM)

NAME AND ADDRESS OF INSTITUTION:

_____

_____

_____

NAME OF OFFICIAL:

_____

This letter is notification to you that your customer, Carolyn K. McClain, has executed a Revocable Living Trust Agreement.

1. The name of the Trust is the Carolyn K. McClain Revocable Living Trust Agreement.
2. The Trustee currently serving under the Trust is Carolyn K. McClain.
3. The Successor Trustee currently named in the Trust is Donna Kay Mitchell.
4. The First Alternate Successor Trustee currently named in the Trust is Jana Healey.
5. The Trust was executed on February 25, 2002.
6. The Trust allows the Trustee to make deposits and withdrawals from the Trust account and to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property.
7. The Trust Agreement has not been revoked, modified or amended in any manner which would cause the representations in this certification of trust to be invalid.
8. The undersigned hereby represents that the statements contained in this Certification of Trust are true and correct and that there are no other provisions in the Trust Agreement or amendments to it that limit the powers of the Trustor/Trustee.

Please be advised that:

1. This Living Trust is a **revocable** trust and therefore does not need a separate Tax identification number (an **irrevocable** trust does need separate ID). You may use the same tax ID you are currently using for the customer. For example, you may use a Social Security Number.

2. Only the **name** in which an account is being held need be changed in order to place it in the Trust. If your customer's account read, "Carolyn K. McClain", it should now read, **"Carolyn K. McClain, Trustee, U/A/D February 25, 2002, of the McClain Revocable Living Trust Agreement and any Successors in Trust."** The U/A/D means "Under Agreement Dated". It is recognized that different financial institutions use slightly different wording, but the account must show the name, identify the customer as Trustee, and give the date of the trust.

3. There is no legal requirement that checks on any account placed in the Trust be changed in any way. The same checks can be used with the same account number. And there is no requirement that checks be signed as "Trustee".

4. There is no legal requirement that the Trust be set up as a commercial account. Most financial institutions keep it as an individual account.

5. The Principal is not required to provide you with a copy of the Trust.

6. Attached for your records is a copy of trustee powers and non-liability of third party provisions contained in the Trust.

7. Credit Unions: Individuals who are named as Trustors, Trustees, and Successor Trustees are eligible for membership in any credit union.

Carolyn K McClain CM 4-15-2010

PRINCIPAL: CAROLYN K. MCCLAIN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On April 23, 2008, before the undersigned, a Notary Public in and for the said County and State, personally appeared, Carolyn K. McClain, known to me, or proved to me on the basis of satisfactory evidence, to be the Principal whose name is subscribed to this document, and acknowledged that said Carolyn K. McClain signed this document as Principal. I declare under penalty of perjury that the person whose name is subscribed to this document appeared to be of sound mind and under no duress, fraud, or undue influence.

Notary Public

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: MY COMMISSION EXPIRES: July 19, 2008

1. If there is an odd number of Successor Trustees, the decision of a majority shall control.

2. If there is an even number of Successor Trustees, the decision of a majority shall likewise control unless there are only two, in which case the concurrence of both Trustees shall be required in all matters. However, either of the two Successor Trustees may decline to serve and designate the other to serve as sole Successor Trustee.

3. Any Successor Trustee may designate any one or more of themselves to sign checks and/or make deposits on behalf of the Trust.

ARTICLE X: Powers Of Trustees

Unless otherwise shown, all Trustees and Successor Trustees shall have the continuing power to deal with any property, real personal or mixed, held in the Trust, independently, and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Successor Trustee shall be required to inquire into the propriety of his acts. Without in any way limiting the generality of the foregoing, the Trustees shall have the following specific powers and authority and shall be limited in the exercise thereof only to the extent shown:

A. To sell, exchange, assign, transfer and convey any security or property, real or personal, held in the Trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as the Trustee may determine.

B. The Trustee is empowered and specifically authorized to invest and reinvest trust funds, including the right to buy, sell and deal in stocks, bonds, limited partnerships, U. S. Government Securities, all forms of managed accounts, mortgages, notes, mutual funds or other property of any kind, real or personal. Any Successor Trustee serving hereunder shall have all of the above powers.

C. The Trustee shall have the power to do any and all acts and things, and to execute any and all written documents with respect to any property at any time held hereunder, which the Trustee would be entitled to do were such property owned absolutely by the Trustee.

D. To make withdrawals of income or principal and make payments in the way of gifts to a third party and to direct payment of assets to a third party; provided, however, that this power shall be exercisable only by the original Trustor/Trustee, and is not exercisable by any Successor Trustees;

E. To elect to receive or disclaim any qualified plan death proceeds, whether under a qualified pension, profit sharing, 401k, 403b, HR-10, 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 administrative or other expenses of the estate of the Trustor. 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.

F. 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;

G. 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 any state or federal law wherein such distributions are limited unless the 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.

H. **Authorization and Limitation for Trustee To Modify Language**

1. The Trustee is authorized to modify the language of the Trust provisions as such are contained in this Article, provided however, that such modification of language shall not materially affect the rights of any beneficiaries or the method by which the Trust would be taxed but for any such modification.

2. The Trustor's intention is to provide for the Trustee to alter or modify the language of the trust powers for the sole purpose of meeting any unique requirements of any financial institution or governmental agency that may be required for the Trust to function efficiently and effectively for the purpose for which it was brought into existence.

3. This authorization is granted in recognition that it has commonly been found that institutions arbitrarily and periodically change their requirements as to the peculiar wording for a particular institution which may be required to enable the Trustee to effectively utilize the trust powers. Hence, the authorization is granted by virtue of such arbitrary changes in internal procedures of such institutions in order to allow the Trustee to function effectively by making such written modifications.

4. In the event the Trustee attempts to bring about a modification in accordance with this section and it is found to adversely affect the rights of any beneficiary in any respect whatsoever, and/or the modification in any way would adversely affect the taxation of the Trust or its beneficiaries as it applies to income taxation, or would adversely affect the taxation of inter vivos

C. The Trustee may retain such distribution in trust without continuing court supervision, without intervention of a guardian, conservator, or any other legal representative, and without giving or requiring any bond or surety on bond. The Trustee shall give any such beneficiary or the beneficiary's legal representative notice of the Trustee's intention to retain distributions as authorized by this Article. The Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in his, her or their sole discretion, deems necessary or advisable for the beneficiary's health, education, maintenance, and support.

ARTICLE XIII: Power to Divide or Combine Trusts

The Trustee shall have the power to divide a single trust into separate shares, each to be administered in accordance with the terms and conditions of the single trust from which they were created when the Trustee in his, her, or their discretion determines that division is desirable or advisable in view of administrative requirements, tax considerations, including considerations related to the income tax, the gift tax, the estate tax or the generation-skipping transfer tax or other objectives of the trusts and their beneficiaries. The Trustee shall have the further power to combine two or more trusts having substantially the same terms into a single trust for purposes of administration when tax or other factors indicate that such combination would be desirable or advisable.

ARTICLE XIV: Non-liability of Third Parties

A. Banks, savings and loans, stock brokerage firms, and stock transfer agents, as well as all other third persons, are authorized to rely on the provisions of this Trust instrument and are exonerated from any loss, claim or liability in relying on said instrument and its provisions. Parties dealing with the Trustees and Successor Trustees named hereunder are not required to investigate or determine their authority, or the validity, or the advisability of the transactions, or to see to the proper exercise of powers, or to follow the disposition of monies and/or property delivered to the Trustees hereunder, including any Successor Trustees hereunder.

B. The Trustee or Trustees shall have the power and authority to designate the authorized signature or signatures on accounts with banks and savings and loan institutions whether such signatories be a Trustee or not, and all institutions relying on such authorized signatures are exonerated from any loss, claim, or liability. Accordingly, one of two or more Trustees, as well as non-Trustee parties, may be authorized signatories. The action of one Trustee shall be binding on all of the Trustees.