WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $427,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9TH DAY OF OCTOBER, 2012.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

BETH M. BROCK
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires

RETURN TO / PREPARED BY:
First Title and Escrow Company, Inc.
2000 Richard Jones Rd., Ste. 110
Nashville, TN 37215
PTEC File # 30840
(Davidson County File Box 9-B)

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
Larry M. Dorris Julia D. Dorris	Avenue Bank	116-16-C-1CO
(NAME) 3915 Estes Road	(NAME) 3823 Cleghorn Ave.	
(ADDRESS) Nashville, TN 37215	(ADDRESS) Nashville, TN 37215	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **Joe R. Arnold, Trustee of the Joe R. Arnold Qualified Personal Residence Trust U/A/D May 30, 2007**, HEREINAFTER CALLED THE GRANTOR, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Larry M. Dorris and Julia D. Dorris, Trustees of the Julia E. Dorris Living Trust Indenture dated 10/16/2006,** HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND in Davidson County, Tennessee, being Unit No. 1, together with the appurtenant interest in the common elements of Estes Chase, a horizontal property regime established by Master Deed, of record in Book 6847, Page 593, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "B" to the aforementioned Master Deed.

BEING the same property conveyed to Joe R. Arnold by deed from Rhonda M. Carroll Sims, Married of record in Instrument No. 20050902-0106039, said Register's Office and further conveyed to Joe R. Arnold Qualified Personal Residence Trust, Joe R. Arnold, Trustee by deed from Joe R. Arnold of record in Instrument No. 20070707-0079013, Register's Office for Davidson County, Tennessee.

For purposes of identifying the aforesaid Trust and enumerating the powers of the Trustee thereunder, a Certification of said Trust is attached hereto as Exhibit "A". Pursuant to the terms of said trust, the Trustee has the power to sell subject property without the joinder of any beneficiary.

This conveyance is subject to all matters shown on any applicable recorded plan, all applicable easements, setback lines, and restrictions of record; and any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.

unimproved ☐

This is improved ☒ property, known as **3915 Estes Road , Nashville, TN 37215**

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

BILL GARRETT, Davidson County
Trans:T20120076830 DEEDWARR
Recvd: 10/10/12 09:26 9 pgs
Fees:48.00 Taxes:1579.90
20121010-0092690

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 8th day of October, 2012.

Joe R. Arnold, Trustee of the Joe R. Arnold Qualified Personal Residence Trust U/A/D May 30, 2007

By: _____, Trustee
Joe R. Arnold, Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joe R. Arnold with whom I am personally acquainted and who upon his oath acknowledged himself to be the Trustee of the Joe R. Arnold Qualified Personal Residence Trust U/A/D May 30, 2007, the within named bargainor, and that he as such Trustee being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by the said Joe R. Arnold as Trustee.

ANTHONY N. GRECO STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Anthony N. Greco
My Commission Expires
January 7, 2013
STATE OF TENNESSEE

Anthony N. Greco

Notary Public

My Commission Expires: 1-7-13

EXHIBIT "A"

CERTIFICATION OF TRUST
FOR THE
JOE R. ARNOLD QUALIFIED
PERSONAL RESIDENCE TRUST
DATED MAY 30, 2007

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The undersigned, Joe R. Arnold, being first duly sworn, deposes and says he is at least 18 years of age and is the current trustee of the Joe R. Arnold Qualified Personal Residence Trust dated May 30, 2007, and further states as follows:

1. The Joe R. Arnold Qualified Personal Residence Trust is a valid, existing trust, having been created by a written instrument on May 30, 2007.

2. (a) The grantor or creator of the trust is Joe R. Arnold.

   (b) The currently acting trustee is Joe R. Arnold.

   (c) The first named successor trustee is Rebecca Sullivan. The second named successor trustee is Cumberland Trust Company.

3. The administrative and/or managerial powers of the trustee are set forth in Article VIII of the Trust Instrument, a copy of which is attached hereto as Exhibit "A". The power to sell real property owned by the trust is set forth in subparagraph 1(b) of attached Exhibit "A". In addition the Trustee is vested with all powers that are granted by applicable law.

4. (a) The trust is irrevocable.

5. The condition for the succession of the successor trustee is that if the Trustee ceases to act as Trustee under the trust for any reason

6. The Trustee shall be identified by the grantor's Social Security Number.

7. Trust property should be titled as follows: Joe R. Arnold Qualified Personal Residence Trust dated May 30, 2007, Joe R. Arnold, Trustee.

8. To the best of the undersigned knowledge, the trust has not been revoked, modified,

or amended in any manner that would cause the representations and statements contained herein to be incorrect.

This _____ day of October, 2012.

Joe R. Arnold

Sworn to and subscribed to before me this 8th day of October, 2012.

Notary Public

My commission expires: 1-7-13

ANTHONY N. GRECO STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Anthony N. Greco
My Commission Expires
January 7, 2013
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY:
MICHAEL J. PHILBIN, ESQUIRE
MICHAEL J. PHILBIN, P.C.
2021 RICHARD JONES ROAD, SUITE 220
NASHVILLE, TN 37215-2860

EXHIBIT 1 A

ARTICLE VIII
TRUSTEE POWERS

1. Powers of Trustee Prior To Termination Date. Prior to the Termination Date, but subject to the provisions and limitations expressly set forth in this instrument, the Trustee shall have the powers granted below, in addition to all powers which are granted by applicable law. While it is the Grantor's intention that the Trustee have broad and effective powers to carry out the provisions of this Trust Agreement, no power conferred upon any Trustee by this instrument shall be exercised in such a manner as, in the aggregate, to deprive the Grantor or any trust created hereunder of any otherwise available tax exemption, deduction or credit or the ability to qualify for special treatment. The powers granted below shall not be exhausted by any use thereof, but each shall be continuing; and each shall continue and be exercisable until all of the provisions of this Trust Agreement are fully executed. Any of the powers herein granted may be exercised without the license or authorization of any court or other legal authority. The determination of the Trustee with respect to whether to exercise or not to exercise any power shall be final. The powers granted to the Trustee are as follows:

a. To retain any and all stocks, bonds, notes, securities and other property, real or personal (but not wasting assets), comprising a part of the Trust herein provided without liability for any decrease in the value thereof.

b. For fair and adequate consideration, to sell, at public or private sale, exchange for like or unlike property, convey, lease for longer or shorter terms than the Trust herein provided, and otherwise dispose of, any and all property, real or personal, held hereunder upon such terms and credits as the Trustee may deem proper, including specifically the power to sell or otherwise dispose of any such property for less than its acquisition or appraised value, without liability for any loss resulting from such disposition.

c. For fair and adequate consideration, to invest any money held hereunder and available for investment in any and all kinds of securities or property except wasting assets, whether or not of the kind authorized by the common law or by the laws of any other state or country to which the Trustee would, in the absence of this provision, be subject, and to form or join in forming any corporation and subscribe for and acquire stock in any corporation in exchange for money or other property.

d. To invest and reinvest and retain the investment of the whole or any part of the Trust fund or any and all of the proceeds from the disposition of any assets of any Trust fund in any single security or other assets, or any limited number of securities or other assets, or any exchanged or merged or substitute or successor security or securities, or any single type or limited number of types of securities or other assets, without liability for any loss resulting from any lack of diversification; it being the intention hereby to free and absolve the Trustee from any and all obligation or liability for any lack of diversification of investments and assets held in the Trust fund, or any loss resulting therefrom, regardless of whether such investments or assets were held or owned by the Grantor at any time or whether they are investments or assets acquired during the Grantor's life or after the Grantor's death by the Trustee.

e. Subject to the express limitations of the Article titled Technical Provisions, to retain cash included in the Trust fund without investment thereof for such period of time as the Trustee shall deem advisable, whenever the Trustee shall determine that it is inadvisable to invest such cash because of market conditions or for any other reason.

f. To vote directly or by proxy at any election or stockholders' meeting any shares of stock held hereunder.

g. To exercise or dispose of or reject any purchase rights arising from or issued in connection with any stock, securities or other property held hereunder.

h. To repair, alter or demolish any existing building or structure and to erect any buildings and structures upon any real estate held hereunder.

i. To effect fire, rent, title, liability, casualty or other insurance of such nature and in such form and amount as may be desirable upon any property held hereunder.

j. To participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any property held hereunder or for reorganizing, consolidating, merging or adjusting the finances of any corporation issuing the same; to accept in lieu thereof any new property; to pay any assessment or expense incident thereto; to join in any voting Trust

Agreement and to do any other act or thing which the Trustee may deem necessary or advisable in connection therewith.

k. To employ, upon such terms and with such discretionary powers as the Trustee may approve, servants, agents, custodians of securities or other property, accountants or other professional persons, and attorneys-at-law or in-fact, and to obtain the advice of any bank, trust company, investment counsel or any other institution or individual and permit books of account to be kept by any of the foregoing and pay for such services out of the Trust fund profiting thereby, making such division as between principal and income thereof as the Trustee may deem just within the scope of generally accepted accounting principles.

l. To collect, pay abandon, contest, compromise or submit to arbitration any claim in favor of or against the Trust fund, or any part thereof, or the Trustee.

m. To borrow money for such periods of time and upon such terms and conditions as the Trustee may deem advisable for any purpose whatsoever, and the Trustee may mortgage or pledge such part or the whole of the Trust fund as may be required to secure such loan or loans; provided, however, that the Grantor's spouse and the Grantor shall remain solely liable for the payment of any mortgages and/or notes relating to the residence listed on Schedule A, and that to the extent that the Trustee suffers any loss, the Grantor's spouse and the Grantor shall indemnify and hold the Trustee harmless for any such loss.

n. To delegate from time to time the exercise of the Trustees' powers and duties, in whole or in part, to one or more other Trustee if any additional Trustee or Trustees are acting hereunder or to attorneys or agents, including in either case delegation of discretionary as well as ministerial powers and the delegation of the performance and execution of all acts and the exercise of all judgment and discretion in connection with the administration or performance of the Trust.

o. To manage and conduct or participate in the management or conduct of the affairs of any corporation, the stock of which may be held hereunder; to act as officer, director, attorney or employee of any such corporation or for the Trust or Trustee and to receive reasonable compensation for acting as such; to vote such stock in favor of the increase or decrease of the capital of any such corporation and to take such action with regard to such stock in the interest of the Trust as the Trustee in the Trustee's discretion may determine; and personally to own stock or be interested in any corporation or business in which the Trust shall own stock or be interested.

p. To hold stocks and other assets and to open bank accounts for deposits of money comprising a part of the Trust fund in the individual name of a Trustee or the Trustee's nominee with or without disclosing any fiduciary

relationship, and to employ custodians of securities or other property, and to permit such custodians to hold such securities or other property in his own name or in the name of a nominee, with or without disclosing any fiduciary relationship.

q. To change the situs of the Trust and of any property which is a part of the Trust to any place in the United States of America.

2. Powers of Trustee After Termination Date. Following the Termination Date, the Trustee powers under the Paragraph titled "Powers of Trustee Prior to Termination Date" shall continue to be in effect; provided, however, that the Trustee shall not be entitled to sell any real property held by the Trust until such time as the Grantor and the Grantor's spouse, or their survivor, or their legal representative(s), shall unanimously direct the Trustee by written instrument signed by the Grantor and/or the Grantor's spouse, as the case may be, or by their representative(s), consenting to the sale of the real property held by the Trust.

Under no circumstances shall the Grantor or the Grantor's spouse be entitled to purchase any real property held by any trust created under this instrument.

3. Power to Distribute to Charitable Beneficiaries. Following the Termination Date, the Independent Trustee, as described in the Paragraph titled "Following Expiration of Initial Term", shall have the power for any reason to direct all or any portion of the net income and principal of the Trust at any time to one (1) or more organizations which may from time to time qualify as tax exempt organizations within the meaning of Sections 501(c)(3) and 2522(a) of the Code. The Independent Trustee may at any time, and on behalf of the current Independent Trustee only or on behalf of the current Independent Trustee and any Successor Independent Trustees, as stated in a written notice to be delivered by the Independent Trustee to the Co-Trustees, if any, and the Grantors and current income beneficiaries, relinquish forever or for such other limited period as may be stated in such written notice, the power under this

Paragraph to direct all or any portion of the net income and principal of the Trust to such tax exempt organizations.