Return to: Belle Meade Title & Escrow Company
109 Kenner Avenue Suite 201
Nashville, TN 37205
Box #26B
BMTE FILE 14909

BILL GARRETT, Davidson County
Trans: T20150003840 DEEDWARR
Recvd: 01/15/15 15:54 3 pgs
Fees: 18.00 Taxes: 1084.10
20150115-0004454

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE WHIEVER IS GREATER, FOR THIS TRANSFER IS $293,000.00

Affiant

SUBSCRBED AND SWORN TO BEFORE ME THIS THE 13th DAY OF January, 2015.

Notary Public

MY COMMISSION EXPIRES: AFFIX SEAL

ROBERT J. NOTESTINE III
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires May 8, 2017

ADDRESS NEW OWNER(S):	SEND TAX BILLS TO	MAP-PARCEL NUMERS
D. D. Moeckl, Trustee 605 – 51st Street West Des Moines, IA 50265	New Owner	160-07-0-018.00

This instrument prepared by: Robert J. Notestine III, Attorney at law, 109 Kenner Avenue, Suite 201, Nashville, Tennessee 37205.

WARRANTY DEED TO TRUSTEE

THIS WARRANTY DEED Made this 13th day of January, 2015, by Donald M. Bishop and Patricia A. Bishop, Grantors, to **D. D. Moeckl** as Trustee under **Trust #619** dated **January 13, 2015** with full power and authority, to protect, conserve sell, lease, encumber or otherwise manage and dispose of said property, Grantee, whose post office address is **605 – 51st Street, West Des Moines, IA 50265**.

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in **Davidson** county, state of **Tennessee** viz:

Land in Davidson County, Tennessee, being Lot 2, BISHOP, as shown on plat of record in Instrument No. 20070308-0028591, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Donald M. Bishop and wife, Patricia A. Bishop by Warranty Deed from Raymond J. Morris and wife, Marjorie Andrews Morris, recorded on the 4th day of May, 2006 in Instrument No. 20060504-0051816, in the Register's Office of Davidson County, Tennessee.

This is improved property commonly known as 619 Baxter Lane, Nashville, TN 37220.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property in fee simple upon the trusts and for uses and purposes herein and in said trust agreement set forth.

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 praesenti or futuro, 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 rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges 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 to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the 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 Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal 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.

In no case shall any party dealing with said Trustee in relation to said property, or to whom said property or any part thereof shall by 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 property, 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, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said property 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 the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or their instrument was executed in accordance with the trusts, conditions and limitations contained in the Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the 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 such are full vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

AND the Grantors hereby covenants with said Grantee that Grantors are lawfully seized of said property in fee simple; that the Grantors have good right and lawful authority to sell and convey said property; that the Grantors hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever; and that said property is free of all encumbrances; except taxes accruing subsequent to December 31, 2015.

IN THE EVENT of death of the Trustee the following persons are nominated successor trustees in order of their listings. The filing of a death certificate of the original Trustee, along with an Affidavit of Acceptance by the First Successor Trustee shall be effective to vest title to him. Filing of a death certificate of a Successor Trustee or an Affidavit of Acceptance by an Alternate Successor Trustee, along with an Affidavit of Acceptance by an Alternate Successor shall be effective to vest title in such Alternate Successor Trustee.

SUCCESSOR TRUSTEE: **R. M. Jackson**

ALTERNATE SUCCESSOR TRUSTEES: **D. L. Everett, S. G. Jackson**

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

SIGNED, SEALED & DELIVERED:

Donald M. Bishop _____ L.S.

Print Name Donald M. Bishop

Patricia A. Bishop _____ L.S.

Print Name Patricia A. Bishop

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared Donald M. Bishop and wife, Patricia A. Bishop who is personally known to me or who has produced Drivers License as identification and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the county and state aforesaid this 13th day of January, 2015.

_____

Notary Public

Print Name Robert J. Notestine

My Commission expires:

ROBERT J. NOTESTINE III
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires May 8, 2017