SEND TAX BILLS TO
NEW OWNER AT:
George R. & Cynthia W. Spencer
2057 Union Hill Road
Goodlettsville, TN 37072

THIS INSTRUMENT PREPARED
BY: Gary L. Dilliha
Attorney at Law
516 South Main Street
Springfield, Tennessee 37172

Map: 016
Parcel: 059.00

NO TITLE EXAMINATION, NO CLOSING.
THIS INSTRUMENT WAS PREPARED
SOLELY FROM INFORMATION FURNISHED
BY THE PARTIES

Karen Y Johnson Davidson County
Batch# 178161 **DEEDWARRSP**
12/27/2018 10:08:44 AM 3 pgs
Fees: $17.00 Taxes: $0.00
20181227-0125506

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed and delivered **GEORGE RANDALL SPENCER, SUCCESSOR TRUSTEE UNDER THE SHELBY H. SPENCER REVOCABLE LIVING TRUST AGREEMENT DATED NOVEMBER 8, 2002, (as Amended May 1, 2013)**, and by **GEORGE R. SPENCER**, individually, it being his intention to vest fee simple title in himself and his spouse, as tenants by the entirety, as provided for in Section 66-1-109, Tennessee Code Annotated, hereinafter called the Parties of the First Part, to **GEORGE R. SPENCER** and spouse, **CYNTHIA W. SPENCER**, as tenants by the entireties, hereinafter called the Parties of the Second Part;

WITNESSETH:

That for and in consideration of carrying out the terms of The Shelby H. Spencer Revocable Living Trust Agreement Dated November 8, 2002, (as Amended May 1, 2013), for creating tenancy by the entireties ownership and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties of the First Part have this day bargained and sold, and do by these presents hereby sell, transfer and convey unto the said Parties of the Second Part, survivors and assigns, a certain tract or parcel of land located in the 3rd Civil District of Davidson County, Tennessee, being more particularly described as follows, to-wit:

A tract of land in the 10th, formerly the 22nd, Civil District of Davidson County, Tennessee, and being Lot No. 6 on the Plan of the Subdivision of the Lands of Mrs. S. E. Binkley, deceased, not of record, described as follows:

Beginning at a pk nail in the center of Union Hill Road, 25 feet south of a concrete monument, the southeast corner of the Binkley Cemetary, at the northerly margin of Union Hill Road; thence from the said pk nail, following the center of Union Hill Road, N 87 ° 6' 38" W 100 ft. to another pk nail; thence leaving the center of Union Hill Road, N 9° 33' 20" E 156.0 ft. to a concrete monument; thence continuing around said cemetary N 67° 26' 40" W 220 ft. to a concrete monument; thence N 22° 38' 20" E 196.0 ft. to a concrete monument; thence S 78° 41' 40" E 306.1 ft. to a concrete monument; thence leaving said cemetary along a fence N 12° 33' 40" # 1610.02 ft. to a fence corner; thence N 11° 51' E 684.56 ft. to a chisseled "X" on the top of a rock; thence N 77° 49' 10" W 595.84 ft. to the northeast corner of Lot No. 5; thence in a southwesterly direction between Lots No. 5 and 6, approximately 3,150 ft. across Union Hill Road to an old axle; thence S 78° 16' 40" E 636.03 ft. to a fence line; thence N 10° 44' E 472.43 ft. to the center line of Union Hill Road to the point of beginning and containing approximately 40 acres, more or less.

BEING part of the property conveyed to The Shelby H. Spencer Revocable Living Trust by deed from Shelby H. Spencer of record as Instrument No. 20030128-0011394, Register's Office for Davidson County, Tennessee. Shelby H. Spencer died May 12, 2016. Pursuant to the provisions of said Living Trust, upon the death of Shelby H. Spencer, George Randall Spencer became Successor Trustee of the Shelby H. Spencer Revocable Living Trust Agreement dated November 8, 2002, (as Amended May 1, 2013). This deed is being executed to distribute the trust real estate in accordance with the terms thereof to George R. Spencer, and vest tenancy by the entireties ownership in George R. Spencer and spouse, Cynthia W. Spencer. George Randall Spencer is one and the same person as George R. Spencer.

TO HAVE AND TO HOLD the premises aforesaid, together with all the appurtenances and immunities thereto pertaining, unto the said Parties of the Second Part, survivors and assigns.

The Parties of the First Part further covenant with the Parties of the Second Part, survivors and assigns, that they are lawfully seized and possessed of said land with fee simple title, they have a good and perfect right to convey same, and that said property is unencumbered since the date and time that the Parties of the First Part acquired title.

The Parties of the First Part further covenant with the Parties of the Second Part, that they will warrant and forever defend the title herein conveyed to said property against the lawful claims and demands of all persons whomsoever, claiming by, through and under the Parties of the First Part, but no others.

IN WITNESS WHEREOF, the Parties have hereunto set their signatures on the dates indicated in the notary acknowledgements herein-below.

THE SHELBY H. SPENCER REVOCABLE
LIVING TRUST AGREEMENT DATED
NOVEMBER 8, 2002, (as Amended May 2, 2013)

BY: GEORGE RANDALL SPENCER
SUCCESSOR TRUSTEE

GEORGE R. SPENCER, Individually

STATE OF TENNESSEE)
COUNTY OF ROBERTSON)

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared **George Randall Spencer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee of The Shelby H. Spencer Revocable Living Trust Agreement, dated November 8, 2002 (as Amended May 2, 2013), the within named bargainor, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust himself as Successor Trustee.

Witness my hand and official ~~seal~~ at office, this 20th day of December 2018.

JOANN ATWOOD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 3, 2020

Notary Public

My Commission Expires: 3/3/2020

STATE OF TENNESSEE)
COUNTY OF ROBERTSON)

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared **George R. Spencer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained .

Witness my hand and official seal at office, this 20th day of December 2018.

Notary Public

My Commission Expires: 3/3/2020

JOANN ATWOOD
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 3, 2020

This conveyance is exempt from Tennessee Transfer Tax pursuant to: (a) TCA §67-4-409(a)(3)(G), as a deed executed by the trustee of a revocable living trust to implement a testamentary devise by the trustor of the trust; and (b) TCA §66-1-109, as a deed creating tenancy by the entireties ownership.