Karen Johnson Davidson County
Batch# 364114 DEEDWARR
02/27/2020 08:41:39 AM 3 pgs
Fees: $17.00 Taxes: $0.00
20200227-0021676

This instrument prepared by:
J. Randall Hooper
Hooper, Zinn & McNamee, PLLC
109 Westpark Drive, Suite 300
Brentwood, TN 37027

Record and return to:
Same as preparer

Address of New Owner:	Send Tax Bills to:	Map/Parcel:
Thomas E. Krebs Family Trust Cumberland Trust & Investment Company, Trustee 40 Burton Hills Blvd., Suite 300 Nashville, TN 37215	Same as New Owner	160-08-0-056.00

SPECIAL TRUSTEE DEED

For good and valuable consideration, receipt of which is hereby acknowledged, **Cumberland Trust & Investment Company, Trustee of the Thomas E. Krebs Revocable Trust,** hereinafter called Grantor, has bargained and sold, and by these presents does transfer and convey unto **Cumberland Trust & Investment Company, Trustee of the Thomas E. Krebs Family Trust** under an agreement dated February 14, 2009, hereinafter called Grantee, its successors and assigns, a certain tract or parcel of real property in Davidson County, Tennessee, described as follows:

> Being Lot No. 69, on the Plan of Brentview Hills, as of record in Book 3300, Pages 43 and 44, Register's Office for said County, to which said plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Thomas E. Krebs, Trustee of the Thomas E. Krebs Revocable Trust, by deed from Thomas E. Krebs, of record in Instrument No. 20151006-0101483, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to taxes for the current year and subsequent years and all existing restrictive covenants and conditions, liens, easements and other matters and encumbrances of record.

Thomas E. Krebs died May 21, 2019. At his death, Grantor became the Successor Trustee of the Thomas E. Krebs Revocable Trust U/A dated February 14, 2009.

The time for creditors to file claims against Thomas E. Krebs' estate has not expired. Grantor has paid the proper claims of all known creditors. Grantee understands that the Estate of Thomas E. Krebs has not yet received federal estate tax clearance and that there is a possibility of a lien

encumbering the property until such clearance is received. Grantor has paid all such taxes believed to be due and/or has made adequate provision for payment of any additional such death taxes which may give rise to such a lien.

To have and to hold said tract of land, with the appurtenances, estate, title, and interest thereto belonging to Grantor, its successors and assigns, forever.

Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said property in fee simple, has a good right to convey said property, and the same is unencumbered. And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend title to said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through, or under Grantor, but no further or otherwise; provided, however, that all covenants and warranties herein of Cumberland Trust and Investment Company are made in as full and ample a manner as it can and should do as such Executor or Trustee but no further nor otherwise, meaning that the extent of its liability is limited by the amount of the corpus of the Estate or Trust of which it is the fiduciary and which is conveying the foregoing property.

This is improved property, known as 485 Broadwell Drive, Nashville, TN 37220.

Grantee, as Trustee, shall have the power and authority to protect, conserve, sell, lease, encumber or otherwise manage and dispose of the real property described above.

Deed prepared based on information and documents provided by the parties. No title examination has been performed by the attorney preparing this document. 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.

Cumberland Trust and Investment Company executes this instrument solely in its fiduciary capacity and not individually, and in the course of the administration of a decedent's estate or trust, and the representations and warranties herein made by it are limited to those representations and warranties it can and should make in its fiduciary capacity and not further nor otherwise.

Witness my hand and official seal this the 20th day of February, 2020.

Cumberland Trust & Investment Company, Trustee

By: _____

Its: VP & Trust Officer

State of Tennessee
County of Davidson

Before me, the undersigned Notary Public, personally appeared Jonathan Thomaston with whom I am personally acquainted and who upon oath acknowledged that he/she is the VP & Trust Officer for the within named Trustee, Cumberland Trust & Investment Company, and that being duly authorized to do so, he/she executed the within and foregoing instrument on behalf of the within named Trustee in the capacity and for the purposes therein contained.

Witness my hand and official seal this the 20th day of February, 2020.

Phillip Crowell Burnett III
Notary Public
My Commission Expires: 1/3/2023

PHILLIP CROWELL BURNETT III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-3-2023

State of Tennessee
County of Williamson

The actual consideration for this transfer is $0.00. The purpose of this transaction is to transfer the subject property by the trustee to implement a testamentary devise. T.C.A. 67-4-409(a)(3)(G).

Subscribed and sworn to before me this 20th day of February, 2020.

Phillip Crowell Burnett III
Notary Public
My Commission Expires: 1/3/2023

VP & Trust Officer
Jonathan Thomaston, Agent for
Cumberland Trust & Investment Company, Grantee

PHILLIP CROWELL BURNETT III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-3-2023