Prepared by: Suzanne Greer 8945 Sawyer Brown Rd Nashville, TN 37221
New Owner: Timbers Trust P.O. Box 60957 Nashville, TN 37206
Send Tax bills to: P.O. Box 60957 Nashville, TN 37206

After recording return to:
Timbers Trust
P.O. Box 60957
Nashville, TN 37206

Karen Johnson Davidson County
Batch# 647503 **DEEDQC**
06/02/2021 10:53:20 AM 6 pgs
Fees: $32.00 Taxes: $0.00

20210602-0073742

QUITCLAIM DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Map/Parcel 033.0-0-151.000

THIS INDENTURE, made this 28th day of May, 2021, between

Suzanne Greer

hereinafter referred to as "Grantor", and

Timbers Trust, T. L. LaFever, Trustee,

hereinafter referred to as "Grantee" (the words Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto said Grantee:

See Exhibit 'B'

The said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed, and delivered in the presence of:

_____ (Seal)
Witness

_____ (Seal)
Grantor: Suzanne Greer

STATE OF TENNESSEE

DAVIDSON COUNTY

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named Suzanne Greer the bargainers, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of June, 2021

Comm. Exp. 1-8-2024

Notary Public _____

BETTY BUTLER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

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AFFIDAVIT OF LAND TRUST – EXHIBIT "A"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, the undersigned authority, on this day personally appeared T. L. Lafever, as Trustee, who being first duly sworn, deposes and says that:

1. **The following Trust is the subject of this Affidavit:**

   Timbers Trust, dated the 28th day of May 2021

2. **The names of the currently acting Trustee is:**

   T. L. Lafever, as Trustee

3. **The legal description of the real estate held by the Trust is:**

   See Exhibit 'B'

4. **The Trust mailing address is:**

   P.O. Box 60957
   Nashville, TN 37206

5. **The Trust is currently in full force and effect.**

6. **The Trustee's powers, duties and responsibilities are as per the Declaration of Trust and Land Trust Agreement dated the 28th day of May 2021, and the subsequent public records deed filing which shows the Trustee(s) name(s).**

7. **The signatory hereof is currently the acting Trustee of the Trust named herein.**

8. **The signatories hereof have been granted full power and authority under the Trust provisions to take the following action(s), to wit:** To purchase, improve, subdivide, manage and protect said real estate or any part thereof: to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired: to contract: to: renovate, to repair, to sell: to grant options to purchase, to sell on any terms; to take back, foreclose and release mortgages; to convey either with or without consideration, to carry back financing: to convey said real estate or any part thereof to a successor or successors in trust, all of the title, estate, powers and authorities vested in said Trustee: to donate, dedicate, mortgage, pledge as collateral or otherwise encumber said real estate, or any part thereof, from time to time to contract to lease, or if required, to hire management for said real estate, or any part thereof, in possession or reversion, by leases to commence in praesenti or in 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 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: and to grant options to lease, options to renew leases, options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals: to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind; to release, convey or assign any right, title use or interest in or to said real estate or any part thereof; and to deal with said property and every part thereof in all other ways and for 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, including filing lawsuits and hiring counsel.

9. **In no case** shall any party dealing with Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease, management agreement or other instrument executed by Trustee in relation to said real estate 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 said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in said Declaration of Trust and Land Trust Agreement and binding upon all beneficiaries thereunder, (c) that Trustee is duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, management agreement or other instrument, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the said predecessor in trust, and (e) Trustee is prohibited under the terms of the aforesaid Trust Agreement to reveal the terms and conditions of said Trust Agreement or the records of the Trust without express written authorization from the holder(s) of the power of direction of the Trust.

10. **Any contract**, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the Trustee in the name of the then beneficiaries under said Trust Agreement, as their attorney in fact, hereby irrevocably appointed for such purpose, or, at the election of Trustee, in its own name as Trustee of an express trust and not individually and the Trustee has no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and all persons and corporations whomsoever shall be charged with notice of this condition from the date of the filing for

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record of this affidavit. Any litigation arising in connection with the Trust document shall be adjudicated under the laws of the State of **Tennessee**. In the event any portion of the said Trust Agreement shall be found to be not supportable under **Tennessee** Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party, which may become law, shall be binding on both parties as if included therein.

11. **The interest** of each and every beneficiary under the Declaration of Trust and Land Trust Agreement hereinbefore referred to and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate and such interest is hereby declared to be personal property, and no beneficiary has any title or interest, legal or equitable, in or to said real estate as such but only an interest in the earnings, avails and proceeds thereof as aforesaid.

12. **The following individual(s) are duly appointed as the Successor Trustee(s) with the same powers as stated herein:**
W. M. Flum, as Successor Trustee

13. **The signatory hereof declare that the foregoing statements are true and correct, under penalty of perjury.**

FURTHER AFFIANT SAYETH NOT.

Signed, sealed and delivered in the presence of:

_____ (Seal) T. L. Lafever, as Trustee (Seal)
UNOFFICIAL WITNESS **AFFIANT: T. L. Lafever, as Trustee**

DAVID RHODES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Oct. 2, 2023

STATE OF TENNESSEE

DAVIDSON COUNTY

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named T. L. Lafever the bargainers, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of June, 2021

Com. Exp. Oct 2, 2023 Notary Public _____

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EXHIBIT "B"
LEGAL DESCRIPTION

This Exhibit is part of that Warranty Deed dated the **28th** day of **May 2021**, by and between **Suzanne Greer** , (hereinafter referred to as "Grantor"), and **Timbers Trust, T. L. Lafever, as Trustee**, a Land Trust (an executory trust): (hereinafter referred to as "Grantee").

Legal Description of Property

Land in Davidson County, Tennessee, located to the West of and contiguous to Tract 5 of Rivergate Acres, Limited, Section 2 according to the plat of record in Book 6250, Page 206. Register's Office for Davidson County, Tennessee. and being described according to a survey by Bruce Rainey, Surveyor, No. 823, dated March 22, 1982 and revised October 19, 1984. being known as Map 33. Parcel 151 on the Davidson County Tax Map and fully described as follows, to-wit:

Beginning at a point on the South edge of *Dry* Creek, being 511.50' more or less, southeasterly from the northwest corner of the property conveyed to Forest Lawn Memorial Gardens by deed of record in Deed Book 5826, page 66, Register's Office for Davidson County, Tennessee; thence, S 69 deg. 68' 45" E 34.58' to a point in the center of said creek; thence with the center of said creek the following calls: S 01 deg. 32' 51" W 93.36' to a point; thence S 33 deg. 42' 04 E 108.75' to a point thence S 52 deg. 45' 04" E 104.35' to a point; thence S 40 deg. 46' 47" E 414.70' to a point: thence S 32 deg. 15' 06" E 221.42' to a point; S 04 deg. 36'50" W 51.13' to a point; thence S 25 deg. 06' 12" E 68.76' to a point; S 60 deg. 41' 05"E 214.13' to a point; thence S 54 deg. 03' O8" E 41.38' to a point in the westerly margin of Interstate 65; thence leaving said *Dry* Creek with said margin of I-65 the following calls: S 41 deg. 59'44" W 77.87' to a point; thence S 48 deg. 20' 13" E 50.00' to a point; thence S 41 deg. 39' 47" W 677.53' to a point in a fence; thence leaving I.65 and with a fence the following calls: N 87 deg. 07'27" W 114.16' to a point; thence N 88 deg. 08' 33" W 307.43' to a point of a fence corner; thence N 04 deg. 05' 03" E 86.75' to a point; Thence N02 deg. 59'52"E 177.49' to a point; thence N02 deg. 31' 44" E 566.76' to a point; thence N 01 deg. 19' 51" W 318.16' to a point at a fence corner; thence leaving Said fence N 05 deg. 59' 10" E 438.33' to the point of the beginning, containing 18.13 acres, more or less.

Easement Parcel 1:

Together with an easement granting rights for ingress and egress to and from the property hereinabove described as shown on the plat of Rivergate Acres Limited Section 2 of record in Book 6250, Page 206, Register's Office in Davidson County, Tennessee and more fully described in Deed Book 11396, Page 347 as follows:

Beginning at a point of the southerly margin of a proposed 60' street as shown on the said Subdivision plan, the said point of beginning is also 316.99' easterly from the northwest corner of the said Lot No.5 of which this easement is part; thence with the southerly margin of the said 60' road N 74 degrees.43' 33" E 50.66' to a point. Thence leaving the margin of the said Road S 18 degrees 10' 07" E 146.06' to a point; thence S 16 degrees 08' 52" West 362.80' to a point; thence S 02 degrees 29' 46" East 195.00' to a point; Thence S 62 degrees 40' 50" 353.31 to a point in the southerly line of the said Lot No.5; thence with the Said southerly line N. 40 degrees 46'47"W 151.41' to a point thence leaving the southerly line of Lot 5 N 62 degrees 40' 50" E 333.32' to a point; thence N 02 degrees 29' 46" W 171.24' feet to a point; thence N 16 degrees 08' 52" E 355.57' to a point; thence N 18 degrees 10' 07" W 133.15' to the point of beginning, containing 1.18 acres, more or less.

Being the same easement conveyed by Neely Mortgage Company to Sam and Valda Martz dated December 7, 1984, and recorded in Book 6448, page 60. said Register's Office.

Easement Parcel 2:

Together with an easement for ingress and egress across a portion of Lot NO.3 Section One on the Plan of Rivergate Acres to constitute a 50' right of way more particularly described as follows:

Land in Davidson County, Tennessee being a portion of Lot No.3, Section One on the Plan of Rivergate Acres, as of record in Book 6250. page 205, said Register's office, described as follows:

BEGINNING at a point on the south edge of *Dry* Creek Road, being the eastern corner of said Lot No.3; thence with the southeastern boundary of said Lot S 32 degrees 43' 44" W a distance of 538.73' to a point, being the southern corner of said Lot; thence N 1 degree 32' 51" E a distance of 46.88' to a point; thence N 69 degrees 58' 45 W a distance of 34.58' to a point thence N 32 degrees 43' 44" E a distance of approximately 500 feet to the south edge of *Dry* Creek Road; thence along the south edge of *Dry* Creek Road distance of approximately 55' to the point of beginning.

Being the same easement conveyed by instrument of record in Book 11396, Page 355 Register's Office of Davidson County, Tennessee.

And being the same property conveyed to Ismael Gomez from Valda Martz by Quit Claim Deed dated 2003, recorded June 24, 2004 in Davidson County Register's Office, Tennessee, Instrument No. 20046240074829. Prior vesting is an Installment Deed conveying property to Valda Martz from Ismael Gomez dated May 13, 2003 and recorded May 15, 2003 in the Davidson County Register's Office as Instrument No. 20030515006678.

And being the same property conveyed to Grantor by Warranty Deed from Ismael Gomez, which Warranty Deed is being recorded simultaneously herewith. 200512080147880.

Being the same property conveyed to Suzanne Greer by Warranty Deed from Mary Valda Martz, dated October 13, 2005, and recorded in Instrument Number 20051208-0147881, in the Register of Deeds Office in and for Davidson County, Tennessee.

This conveyance is subject to any and all existing restriction and easements of record.

The instrument constituting the source of the Mortgagors Deed of Trust legal and equitable interests in the foregoing described property was a Deed recorded at Instrument Number 20051208-0147881, in the Registers Office of Davidson County, Tennessee, which currently has the address of Dickerson Pike, Goodlettsville, TN Tax Map 033 0 0 151.00.

AFFIDAVIT OF VALUE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration (or value, whichever is greater) for this transfer is $ 0.00.

AFFIANT – Suzanne Greer

STATE OF TENNESSEE

DAVIDSON COUNTY

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named Suzanne Greer **the bargainers, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purpose therein contained.**

Witness my hand and official seal at Nashville **, Tennessee, this** 2nd **day of** June **, 20**21.

Com. Exp. 1-8-2024 **Notary Public** Betty Butler

BETTY BUTLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY