Prepared by: John W. Burford P.O. Box 273. Whites Creek, TN 37189

New Owner: Brick Church Beneficial Trust P.O. Box 273 Whites Creek, TN 37189

Send Tax bills to: Brick Church Beneficial Trust P.O. Box 273 Whites Creek, TN 37189

Karen Johnson Davidson County
Batch# 758626 DEEDQC
11/19/2021 03:49:29 PM 5 pgs
Fees: $27.00 Taxes: $0.00
20211119-0154418

Map & Parcel 05000001300
After Recording Return To:
Brick Church Beneficial Trust
P. O. Box 273
Whites Creek, TN 37189

QUITCLAIM DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THIS QUITCLAIM DEED is made this **4th** day of **November 2021**, by and between

John W. Burford ,

(hereinafter referred to as "Grantor"), and

Brick Church Beneficial Trust, W. M. Flum, as Trustee,

a Land Trust (an executory trust); (hereinafter referred to as "Grantee"), shall have full Trustee powers and authority as described in the attached **Affidavit of Land Trust, Exhibit "A"**, made a part hereof by reference.

WITNESSETH:

The Grantor, for and in consideration of the sum of **TEN Dollars ($10.00)** and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remises, releases, transfers and conveys to the Grantee, all that certain land situate in **Davidson County, State of Tennessee**, to wit:

As per attached Legal Description, Exhibit "B", made a part hereof by reference,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold in fee simple forever.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; has good, right and lawful authority to sell and convey said land, hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013, conditions, restrictions, easements, limitations and zoning ordinances of record, if any, and the following described mortgages, which Grantee herein takes subject to and agrees to pay:

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

Signed, sealed and delivered in the presence of:

Witness

Grantor: John W. Burford (SEAL)

EMMA VANCE NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

STATE OF TENNESSEE

DAVIDSON COUNTY

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named John Burford 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 10th day of November 2021.

Com. Exp. July 7th 2025 Notary Public Emma J Vance

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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 W. M. Flum, as Trustee, who being first duly sworn, deposes and says that:

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

   Brick Church Beneficial Trust, dated the 4th day of November 2021

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

   W. M. Flum, as Trustee

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

   See Exhibit B, attached to Exhibit A

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

   P. O. Box 273
   Whites Creek, TN 37189

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 4th day of November 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:**
T. L. Achinivu, 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)
UNOFFICIAL WITNESS

_____ as Trustee (Seal)
AFFIANT: W. M. Flum, as Trustee

STATE OF TENNESSEE

DAVIDSON COUNTY

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named William M. Flum 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 15 day of Nov, 2024.

Com. Exp. 7/9/24 Notary Public _____

SONYA D. WHITE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 9, 2024

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EXHIBIT "B"
LEGAL DESCRIPTION

This Exhibit is part of that Quitclaim Deed dated the **4th** day of **November 2021**, by and between **John W. Burford** , (hereinafter referred to as "Grantor"), and **Brick Church Beneficial Trust, W. M. Flum, as Trustee**, a Land Trust (an executory trust): (hereinafter referred to as "Grantee").

Legal Description of Property

Land in the 12th, formerly the 21st Civil District of Davidson County, Tennessee, described according to a survey made by N. G. Jenkins, Surveyor, July 18, 1959, as follows:

Beginning, at a point in the center of Brick Church Pike, said point being south 39degrees and 57minutes east 29.3 feet from the southwest corner of the property conveyed to G. O. Hudson, etux, from Ethel M. Wells, and husband, of record in Book 2807, page 225, Register's Office of said County; thence north 49degrees 57 minutes west 29.3 feet to said Hudson's southwest corner; thence continuing in the same direction with said Hudson's western boundary line 180 feet; thence south 48degrees 48minutes west 73 feet; thence south 75degrees 59minutes west 53.75 feet to the northerly margin of a 50 foot proposed easement; thence with the northern boundary line of said proposed easement south 56degrees 40minutes east 268 feet to the center of Brick Church Pike, thence with the center of same north 30degrees 17minutes east 87.2 feet to the beginning.

Being the same property conveyed to Charles S. Bass and wife, Carolyn T. Bass by deed from Charles W. Finger and wife, Ruby G. Finger of record in book 5093, page 381, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to John W. Burford by deed from Charles S. Bass and wife, Carolyn T. Bass of record in book 9731, page 764, Registers Office for Davidson County, Tennessee.

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AFFIDAVIT OF VALUE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

W. M. Flum as Trustee

AFFIANT – W. M. Flum as Trustee

STATE OF TENNESSEE

DAVIDSON COUNTY

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named William M. Flum **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** 15 **day of** Nov **, 20**21.

Com. Exp. 7/9/24 **Notary Public**

SONYA D. WHITE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires July 9, 2024