Karen Johnson
Batch # 1101438
02/15/2024 12:07:57 PM
Fees: $32.00 Taxes: $0.00
Davidson County
DEEDQC
6 pgs
20240215-0010583

Prepared by: Tina L. LaFever
New Owner: Woodlands Trust P.O. Box 60957 Nashville, TN 37206
Send Tax bills to: Woodlands Trust P.O. Box 60957 Nashville, TN 37206

Parcel ID#: [redacted] 051 00 0 001.00 Map + Parcel
After Recording Return To:
Woodlands Trust
PO Box 60957 Nashville, TN 37206

QUITCLAIM DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THIS QUITCLAIM DEED is made this **9th** day of **December 2022**, by and between

Tina L. La Fever ,

(hereinafter referred to as "Grantor"), and

Woodlands 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,

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

Tina L. La Fever (SEAL)
Grantor: Tina L. La Fever

Sworn to and subscribed before me of even date.

STATE OF TENNESSEE

DAVIDSON COUNTY

SHERYL H WHITBEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named Tina 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 9 day of Feb, 20 24

Com. Exp. ~~My Commission Expires~~
July 6, 2026

Notary Public Sheryl H. Whitby

© 1992-2021 Trust Associates – All Rights Reserved (Rev. 10/21) – Form LT-04202PO-T – Auto

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:**

   Woodlands Trust, dated the 9th day of December 2022

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:**

   PO Box 60957 Nashville, TN 37206
   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 9th day of December 2022, 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

© 1992-2021 Trust Associates – All Rights Reserved (Rev. 10/21) – Form LT-04202PO-K – Auto

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. La Fever, 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

_____(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 W. M. Flum trustee 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 8 day of Feb, 2024

Com. Exp. _____

My Commission Expires
July 6, 2026

Notary Public Sheryl H. Whitbey

SHERYL H WHITBEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

© 1992-2021 Trust Associates – All Rights Reserved (Rev. 10/21) – Form LT-04202PO-L – Auto

EXHIBIT "B"
LEGAL DESCRIPTION

This Exhibit is part of that Warranty Deed dated the **9th** day of **December 2022**, by and between **Tina L. La Fever** , (hereinafter referred to as "Grantor"), and **Woodlands Trust, W. M. Flum, as Trustee**, a Land Trust (an executory trust): (hereinafter referred to as "Grantee").

Legal Description of Property, p. 1

BEING a tract of land in the 11th Civil District of Davidson County, Tennessee, described according to a copy of a survey thereof made by Z. J. Wilkinson, April 20, 1946, as follows:

BEGINNING at a point at the most northerly corner of the land being simultaneously herewith conveyed to M. M. Cunniff and wife by deed from W. M. Jackson, said point being South 89 decrees 30 minutes East 1553 feet, as measured along a fence, from the center line of the Dickerson Pike; thence along what would be Cunniff's line as follows: South 6 degrees 30 minutes West 140 feet to a stake at the Southwest corner of this tract; thence with Cunniff's North line South 88 degrees East 934 feet to a stake in a fence line in the West line of the lands of Jackson, at the Southeast corner of this tract; thence with said fence along Jackson's West line, North 6 degrees 30 minutes East 567.8 feet to a 30 inch pin oak at T. J. Reasonover's corner, thence with Reasonover's line North 88 degrees West 934 feet along a fence, to a stake, being the Northwest corner of this tract; thence along a fence, South 6 degrees 30 minutes West 427.8 feet to the beginning, containing 12 acres more or less.

BEING the same property conveyed to ALBERT K. OWEN and wife, KATHRYN OWEN, by deed from MATTIE LOUISE OWEN, of record in Book 9772, Page 107, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Tina L. LaFever, by deed from Albert K. Owen and wife Kathryn Owen, of record in Book 10557, Page 934, Registers Office for Davidson County, Tennessee. Deed Reference 0334287

The above description includes, but this conveyance excludes, the following three tracts:

TRACT 1: A tract of land in the 11th Civil District of Davidson County, Tennessee, being described according to a copy of a survey thereof made by Steve Draper, Draper Surveying Service, August 21, 1964, as follows:

BEGINNING at a 30-inch red oak, said oak being South 89 degrees 30 minutes East 1553 feet from the center line of Dickerson Pike; thence South 5 degrees 50 minutes West 98 feet to an iron pin in the Southerly margin of a drive, or roadway; thence continuing South 5 degrees 50 minutes West 42 feet to an iron pin at the Southwest corner of this tract; and the Northerly boundary of Due West Valley Estates (not of record); thence with said boundary North 86 degrees 50 minutes East, passing an iron pin, 225 feet to a point at the Southeast corner of this tract; thence North 5 degrees 50 minutes East, passing said drive, or roadway, 529 feet to a point at the Northeast corner of this tract, Morton's line; thence with Morton North 85 degrees 25 minutes West 225 feet to a 16-inch pin oak at the northwest corner of this tract; and the lands of Gilbert; thence with Gilbert South 5 degrees 50 minutes West 568 feet to the beginning, containing 2.83 acres, more or less.

BEING the same property conveyed to WILLIAM A. BURKEPILE and wife, MARY EVELYN BURKEPILE, by deed from ALBERT OWEN and wife, MATTIE L. OWEN, of record in Book 3821, Page 573, Register's Office for Davidson County, Tennessee.

TRACT 2: A tract of land in the 11th Civil District of Davidson County, Tennessee, being described according to a copy of a survey thereof made by Steve Draper, Draper Surveying Service, August 21, 1964, as follows:

© 1992-2021 Trust Associates – All Rights Reserved (Rev. 10/21) – Form LT-04202PO-M – Auto

EXHIBIT "B"
LEGAL DESCRIPTION

This Exhibit is part of that Warranty Deed dated the **9th** day of **December 2022**, by and between **Tina L. La Fever** , (hereinafter referred to as "Grantor"), and **Woodlands Trust, W. M. Flum, as Trustee**, a Land Trust (an executory trust): (hereinafter referred to as "Grantee").

Legal Description of Property, p. 2

BEGINNING at a point at the Southwest corner of this tract, and in the Northerly boundary of Due West Valley Estates (not of record), said point being south 89 degrees 30 minutes East 1553 feet, South 5 degrees 50 minutes West 140 feet, and North 86 degrees 50 minutes East 225 feet, from the center line of Dickerson Pike; thence with said boundary continuing North 86 degrees 50 minutes East 225 feet to a point at the Southeast corner of this tract; thence North 6 degrees 15 minutes East, passing a drive, or roadway, 499 feet to a point at the Northeast corner of this tract, Morton's line; thence with Morton North 86 degrees 00 minutes West 225 feet to a point at the Northwest corner of this tract; thence South 5 degrees 50 minutes West, passing said drive, or roadway, 529 feet to the point of beginning, containing 2.65 acres, more or less.

BEING the same property conveyed to CHESTER A. LaFEVER and wife, JUNE O. LaFEVER, by deed from ALBERT OWEN and wife, MATTIE L. OWEN, of record in Book 3914, Page 159, Register's Office for Davidson County, Tennessee.

TRACT 3: A tract of land in the 11th Civil District of Davidson County, Tennessee, being described according to a copy of a survey thereof made by Steve Draper, Draper Surveying Service, August 21, 1964, as follows:

BEGINNING at a point North 86 degrees 50 minutes East 225 feet from the Southeast corner of the property heretofore conveyed by the Grantors to William A. Burkepile et ux as of record in Book 3821, Page 573, Register's Office for Davidson County, Tennessee, thence North 89 degrees 50 minutes East225 feet; thence North 6 degrees 30 minutes East 482 feet; thence North 86 degrees 00 minutes West 225 feet; thence South 6 degrees 15 minutes West 499 feet to the point of beginning, containing 2.53 acres, more or less.

BEING the same property conveyed to JEAN OWEN SMITH by deed from ALBERT OWEN and wife, MATTIE L. OWEN, of record in Book 4253, Page 750, Register's Office for Davidson County, Tennessee.

© 1992-2021 Trust Associates – All Rights Reserved (Rev. 10/21) – Form LT-04202PO-M – Auto

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 Madison, Tennessee, this 13th day of February, 2024.

Com. Exp. 10/04/2027 Notary Public

CHERICE GAUBATZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires Oct. 4, 2027