## Compensation for Tax Purposes State of Florida County of Escambia 1 hereby swear or affirm that the actual consideration of this transfer is 50.00 and the transfer is made to the Grantor's revocable living trust and is not a transfer for value. Thomas Carter, Affiant substripted and sworm to before me this 2 day of November, 2006. Ceorge E. Loomis Notary Profile, State of Florida Comm. No: DD450187 Comm. No: DD450187 Comm. Expires: Sept. 19, 2009. FI. Novary Discount Assoc. Co.

FOR REGISTER'S USE

STATE OF TENNESSEE, PICKETT COUNTY
The foregoing instrument and certificate were noted in Note Book Page ADAD Clock Mile 20 00 and recorded in Accol Book 20 Page 539 State Tax Paid \$ Fee Recording Fee 22.00 Total 23.00 Witness my hand.

Receipt No. 223.09
Register Hull Va County

## DEED TO TRUST

State of Tennessee County of Pickett

PERSONS RESPONSIBLE FOR TAXES:

Thomas & Pauline Carter 141 Highpoint Drive Gulf Breeze, Florida 32561

Know All Men By These Presents, that THOMAS CARTER, the remarried widower of Joyce Carter, GRANTOR, for and in consideration of love and affection and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed to THOMAS M. CARTER and DONNA PAULINE CARTER, TRUSTEES, and successor trustees, under the provisions of a Revocable Trust Agreement dated the 2nd day of November, 2006, known as THE TOM & PAULINE CARTER TRUST, GRANTEE (whose mailing address is 141 Highpoint Drive, Gulf Breeze, Florida 32561), and successors and assigns, forever, the following described property, situate, lying and being in Pickett County, Tennessee:

Lying and being in the 3rd Civil District of Pickett County, Tennessee, and being more particularly described as follows:

Being Lots 3 and 4 of Gunnels Lakeview Estates (Phase One) as shown on an unrecorded survey by Michael W. Asberry PLS # 1653 dated October 11, 2000, and being fully described as follows:

## LOT 3

Beginning at an iron pin on the Eastern right-of-way of Gunnels Road, said iron pin being the Southwest corner of Lot 3 and the Northwest corner of Lot 2; thence with the Eastern right-of-way of Gunnels Road N 28 35' 00" E 98.51 feet to an iron pin being the Southwestern corner of Lot 4; thence with the line of Lot 4 S 53 48' 19" E 236.37 feet to an iron pin in the line of Lot 12; thence with the line of Lot 12 S 32 47' 12" W 97.81 feet to an iron pin, corner of Lots 2, 12, 13; thence with the Northern line of Lot 2 N 53 48' 19" W 229.14 feet to the point of beginning, containing 0.52 acres, more or less,

## LOT 4

Beginning at an iron pin in the Eastern right-of-way of Gunnels Road, said iron pin being the Southwest corner of lot 4 and the Northwest corner of Lot 3; thence with the Eastern right-of-way of Gunnels Road N 25 54' 45" E 98.41 feet to an iron pin, being the Southwestern corner of lot 5; thence with the line of lot 5 S 53 48' 19" E 248.17 feet to an iron pin, being the corner of lots 5, 11, 12; thence with the line of lot 12 S 32 47' 12" W 97.00 feet to an iron pin; thence with the Northern line of Lot 3 N 53 48' 19" W 236.37 feet to the point of beginning, containing 0.54 acres, more or less.

The aforesaid Lots 3 & 4 of Gunnels Lakeview Estates (Phase One) are subject to certain restrictions as recorded in Misc. Book 43, page 126, in the Register's Office of Pickett County, Tennessee.

The previous and last conveyance being a Deed recorded in Deed Book 62, page 391, in the Register's Office of Pickett county, Tennessee.

The property is located on Tax Map 3, Parcel 11.00, in the Assessor's of Property's Office in Pickett County, Tennessee.

Subject To taxes for the current year and to valid easements, reservations, and restrictions of record, if any, which are not hereby reimposed, and free from all other exceptions and any right of homestead. GRANTOR does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever claiming by, through, or under GRANTOR.

The above named Trustees are the original Trustees of the above named trust. No person or corporation dealing with an original Trustee or a successor Trustee shall be required to investigate the Trustee's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

Said Trustees, original or successor, shall have full and complete independent power and authority to sell, assign, contract, mortgage, pledge, encumber, partition, subdivide, lease, option, transfer, and convey said real property and appurtenances thereto or any interest therein, including, but not limited to, the granting of easements or licenses, and, further, to deal with said real property and every part and interest thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same at any time or times hereafter, for such price and upon such terms and conditions, including terms of credit, as the Trustee may determine, without any court order.

The Trustees, original and successor, powers may be exercised independently, and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of the Trustee's actions.

Every deed, trust deed, mortgage, lease or other instrument executed by a Trustee, original or successor, in relation to said property shall be conclusive evidence in favor of every person or entity relying upon or claiming under any conveyance, lease or other instrument: (a) that at the time of the delivery thereof, said Trust was in full force and effect; (b) that such conveyance or other instrument was executed in accordance the Trust's conditions and limitations contained in said Trust or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made by a successor Trustee or successor Trustees, that such successor Trustee or successors Trustees of said Trust have succeeded and assumed said office or been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor Trustee.

Any contract, obligation or indebtedness incurred or entered into by a Trustee, original or successor, in connection with said property shall be as Trustee of said Trust and not individually, and Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representation, warranties, covenants, undertakings and agreements of a Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against any Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any,

being expressly waived and release and all persons and entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interest of each beneficiary under said Trust and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, Grantor has set his hand and seal this Zud day of November, 2006.

Signed, sealed and delivered in the presence of:

**GRANTOR:** 

Vithess:

Jenny F

THOMAS CARTER

Witness:

DANA H. LOOMIS

State of Florida

County of Escambia

The foregoing instrument was acknowledged and executed before me this day of November, 200% by THOMAS CARTER, who is personally known to me, for the purposes therein contained.

Géorge E. Loomis

Notary Public, State of Florida

Comm. No: DD450187

Comm. Expires: Sept. 19, 2009.

GEORGE E. LOOMIS
MY COMMISSION = DD450187
EXPIRES: September 19, 2009
INVAS-NOTARY
FI. Notary Discount Assoc Co.

PREPARED BY/RETURN TO: George E. Loomis, Attorney at Law 811 North Spring Street Pensacola, Florida 32501 Prepared without the benefit of title examination or survey.