

This Instrument Prepared By:

James D. White, Jr.
Attorney at Law
101 Green Street
Celina, Tennessee 38551

TRANSFERRED
MAP# PAR# C O R S

17 OCT 19 2013 14.00

Jimmy Bowman
ASSESSOR OF PROPERTY

The preparer makes no representations or warranties as to the accuracy of the description or the status of the title of the property. This document has been prepared based upon information furnished to the preparer.

RESPONSIBLE TAXPAYER AND PROPERTY OWNER:

Name: Martin Dennis Brooks II, et ux. Address: 428 Childers St. #24235
City: Pensacola State: FL Zip: 32534
Map: _____ Parcel: _____

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I, **LEE ROY BURKS**, in his capacity as **Trustee U/A/D March 27, 2003**, of the **Lee Roy Burks Revocable Living Trust Agreement**, hereinafter called Grantor, have this day bargained and sold and do by these presents sell, transfer and convey unto **MARTIN DENNIS BROOKS II and wife, JENNIFER MARIE BROOKS**, hereinafter called Grantees, their heirs and assigns, that certain tract or parcel of land situated, lying and being in the 8th Civil District of Jackson County, Tennessee, and more particularly described as follows, to-wit:

Beginning on a new steel post at the north or west margin of Mate Allen Road, being the southwest corner of the tract of land herein described and also a point in the boundary of a tract of land belonging to Owen Barlow (Deed Book RV, page 215); Thence leaving the road and with Barlow's boundary North 4 degrees, 52 minutes, 12 seconds East 718.59 feet to a new steel post on the north bank of a hollow, being the northwest corner of the tract of land herein described and a point in the boundary of a tract of land belonging to Phillip and Rachel Crassi and Gary M. and Melanie L. Tackett (Record Book 59, page 79); Thence leaving Barlow's boundary and with the boundary of Crassi and Tackett South 85 degrees, 37 minutes, 02 seconds East 257.71 feet to a 16" walnut at a fence corner at the west margin of Mate Allen Road, being the northeast corner of the tract of land herein described; Thence leaving the boundary of Crassi and Tackett and with a rightward curve of the road having a delta angle of 12 degrees, 46 minutes, 28 seconds, a radius of 544.63 feet, a length of 121.43 feet and a chord of South 13 degrees, 22 minutes, 09 seconds East 121.18 feet; thence South 6 degrees, 44 minutes, 00 seconds East 216.41 feet; Thence with a leftward curve of the road having a delta angle of 11 degrees, 13 minutes, 58 seconds, a radius of 808.43 feet, a length of 158.49 feet and a chord of South 12 degrees, 20 minutes, 59 seconds East 158.24 feet; thence South 17 degrees, 57 minutes, 58 seconds East 120.24 feet; Thence with a rightward curve of the road having a delta angle of 7 degrees, 37 minutes, 38 seconds, a radius of 314.66 feet, a length of 41.89 feet and

a chord of South 14 degrees, 09 minutes, 09 seconds East 41.86 feet; thence South 10 degrees, 20 minutes, 20 seconds East 59.16 feet; Thence with a rightward curve of the road having a delta angle of 21 degrees, 47 minutes, 39 seconds, a radius of 74.35 feet, a length of 28.28 feet and a chord of South 0 degrees, 33 minutes, 29 seconds West 28.11 feet; thence South 11 degrees, 27 minutes, 18 seconds West 10.32 feet; Thence with a rightward curve of the road having a delta angle of 120 degrees, 06 minutes, 05 seconds, a radius of 44.54 feet, a length of 93.37 feet and a chord of South 71 degrees, 30 minutes, 21 seconds West 77.19 feet; thence North 48 degrees, 26 minutes, 37 seconds West 57.57 feet; Thence with a leftward curve of the road having a delta angle of 34 degrees, 21 minutes, 14 seconds, a radius of 252.50 feet, a length of 151.40 feet and a chord of North 65 degrees, 37 minutes, 14 seconds West 149.14 feet; Thence with a leftward curve of the road having a delta angle of 32 degrees, 16 minutes, 16 seconds, a radius of 380.07 feet, a length of 214.07 feet and a chord of South 81 degrees, 04 minutes, 01 seconds West 211.25 feet to the point of beginning, containing 5.73 acres as surveyed by Carlen J. Wiggins Jr., R.L.S. 2323, plat dated January 10, 2011.

And being a portion of the lands conveyed to Lee Roy Burks, Trustee, U/A/D March 27, 2003, of the Lee Roy Burks Revocable Living Trust Agreement, from Lee Roy Burks by quitclaim deed dated April 10, 2003, and recorded in Record Book 26, pages 273-274, Register's Office of Jackson County, Tennessee.

Subject to that certain Easement from Lee Roy Burks to Upper Cumberland Electric dated April 5, 2001, and recorded in Record Book 6, page 34, Register's Office of Jackson County, Tennessee.

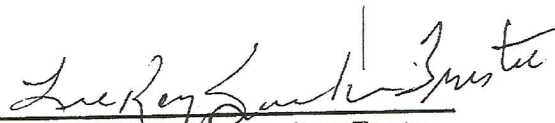
Subject to that certain Water Line Easement from Lee Roy Burks to Jackson County Utility Districts dated February 17, 2005, and recorded in Record Book 43, page 386, Register's Office of Jackson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever.

AND GRANTOR, does hereby covenant with said Grantees, that Grantor is lawfully seized and possessed of said parcel in fee simple; that Grantor has full power, authority and right to sell and convey said parcel; and the same is free, clear and unencumbered, except as otherwise herein set out; and that Grantor does further covenant and bind himself, him successors and assigns, to forever warrant and defend the title to said parcel to said Grantees, their successors and assigns, against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, witness my hand on this the 18 day of

October, 2013.



**LEE ROY BURKS, in his capacity as Trustee
U/A/D March 27, 2003, of the Lee Roy Burks
Revocable Living Trust Agreement**

STATE OF TN
COUNTY OF Clay

Before me, the undersigned authority in and for said County and State, personally appeared **LEE ROY BURKS**, in his capacity as Trustee U/A/D March 27, 2003, of the Lee Roy Burks Revocable Living Trust Agreement, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Trustee U/A/D March 27, 2003, of the Lee Roy Burks Revocable Living Trust Agreement, the within named bargainor, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust by himself as Trustee.

Witness my hand and official seal at office in Celina, Tennessee, on this the 18 day of October, 2013.

Misty Grace
NOTARY PUBLIC

My Commission Expires: 11/9/2013



I, or we Swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$15,000.00, whichever amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

M. J. Barham
AFFIANT

Sworn to and subscribed to before me this 18 day of October 2013.

Misty Grace
NOTARY PUBLIC

My Commission Expires 11/9/2013



BK/PG: 72/1253-1255
13003767

3 PGS : AL - WARRANTY DEED	
WIN BATCH: 22638	
10/19/2013 - 09:07:39 AM	
VALUE	15000.00
MORTGAGE TAX	0.00
TRANSFER TAX	55.50
RECORDING FEE	15.00
OF FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	73.50

STATE OF TENNESSEE, JACKSON COUNTY
KIMBERLY JANE BARHAM
REGISTER OF DEEDS