

This Instrument Prepared By:
Law Offices Of
COTTON & COOPER
An Association of Attorneys
Post Office Box 4250
425 N. Alberta Avenue
Oneida, Tennessee 37841

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED formally dated on the date entered in the notary provision last-executed by the grantor(s) and appearing at the foot of this instrument, by and between the following parties:

GRANTOR(S):

GENEVA A. STRUNK, surviving spouse as tenant by the entireties of Conley H. Strunk, deceased, currently of 31445 Sikon Road, New Baltimore, Michigan 48045 (sometimes referred to herein as the "Grantor"), and

GRANTEE(S):

CARL M. STRUNK, currently of 5043 Bryson Dr., East China, Michigan 48054 (sometimes referred to herein as the "Grantee").

WITNESSETH:

That in consideration of the sum of One (\$1.00) Dollar, including the love and affection I have for the Grantees named herein, and other good and valuable consideration not expressly recited and described herein but which is acknowledged by Grantor as received, sufficient and adequate in all respects, Grantor hereby conveys and transfers to Grantee, and Grantee's heirs, successors and assigns, certain real property hereafter collectively referred to in this deed as the "Property" , and which is more fully described as follows:

Located in the Fifth (5th) Civil District of Scott County, Tennessee, being in the Buffalo area of the Brushy Fork community, lying South of the county road known as the Paint Rock-to-Buffalo Road, and identified on the records of the Scott County Tax Assessor as a portion of Map 80, Parcel 10.00, and more fully described by metes and bounds by the following directive calls, to-wit:

TRACT 7: Beginning on an 8" sourwood at the corner of the old fence, being a common corner of Tract #7, James Harold Hughtt, and Carl Strunk; thence running with said Carl Strunk line N 04°35'15" E 481.35' to an iron pin; thence N 80°30'19"

NAME/ADDRESS OF PROPERTY OWNER:

Carl M. Strunk
5043 Bryson Dr.
East China, Michigan 48054

SEND TAX BILL TO:

Carl M. Strunk
5043 Bryson Dr.
East China, Michigan 48054

TAX ASSESSMENT DATA: [Pursuant to Tenn. Code Ann. Section 66-24-121]: Portion of District 5, Map 80, Parcel 10.00

*No Seals on original
Carter B. Reister, Jr., Register*

W 714.94' to an iron pin on the north bank of the branch, being a common corner of Tract #7, Carl Strunk and Kenny Strunk; thence running with said Kenny Strunk line N 02°58'28" W 90.00' to an iron pin, being a common corner of Tract #7, Kenny Strunk and Tract #8; thence running with Tract #8 S 84°31'03" E passing an iron pin on line at 222.71', a total of 798.24' to an iron pin, being a common corner of Tract #7, Tract #5 and Tract #6; thence running with Tract #6 S 03°06'08" W 617.17' to an iron pin, being a common corner of Tract #7 Tract #6 and James Harold Hughett; thence running with said Hughett line N 86°52'17" W 90.00' to the beginning. Containing 3.04 acres, more or less.

EASEMENTS: Grantor conveys and transfers to Grantee, and Grantee's heirs, successors and assigns, a permanent, perpetual and non-exclusive right-of-way and easement, to run over, across and through the 40' wide easement (the "Easement") depicted and labeled as the "40' Road Right-Of-Way Easement" on the survey map of Jim R. Reed (T.R.L.S. No. 1372) dated February 5, 1996 and recorded in Plat Cabinet B, at Slide 112 on November 1, 1996 at 2:34 p.m. in the Office of the Scott County Register (the "Plat"), this grant specifically being a conveyance of easement rights to Grantee upon certain and limited sections of the Easement which are depicted on the Plat and that are necessary to provide the Grantee with an unrestricted and direct route of ingress/egress over the Easement from the Paint Rock-to-Buffalo Road to and from Tract 7 shown on the Plat (including use and access to all sections of the Easement which are contiguous with Tract 7), except however, for any sections of the Easement, if any, that may be located within the perimeter boundaries of the 3.04 acre dominant tract described above in this instrument, are conveyed to Grantee in fee simple, but subject to the Easement rights of other owners of tracts depicted on the Plat. Those sections of the Easement, conveyed herein by fee and contained within the perimeter boundaries of the above-described dominant tract, are hereby conveyed to Grantee subject to the permanent, perpetual and non-exclusive easement rights also granted on various sections of the Easement to the owners of Tracts 1 through 8 depicted on the Plat, to the scope and extent necessary, and as the case may be, to provide said owners with direct routes of ingress/egress from the Paint Rock-to-Buffalo Road over the Easement to their respective tracts of land depicted on the Plat. Grantor hereby conveys and transfers the Easement to Grantee, subject to the scope and indicia of easement rights granted to the individual and collective owners of the tracts depicted on the Plat. All references in this easement language to the "owners" of tracts depicted on the Plat, shall also mean the owners' heirs, successors and assigns.

PLAT REFERENCE: Being the same parcel of land designated as **Tract "7"** on the survey plat of Jim R. Reed (T.R.L.S. No. 1372) recorded in Plat Cabinet B, at Slide 112 on November 1, 1996 at 2:34 p.m. in the Office of the Scott County Register.

Surveyed on February 5, 1996 by Jim R. Reed (T.R.L.S. No. 1372), maintaining survey offices at East Third Street, Oneida, Tennessee 37841.

DERIVATION OF TITLE: Being a surveyed portion of the remaining lands described in (1) a warranty deed dated November 9, 1948, conveyed from Marion R. Chambers to Conley Strunk, as recorded in Deed Book 79, at Page 288 on January 10, 1949 at 10:55 a.m., (2) a warranty deed dated August 24, 1962, conveyed from Rheble Chambers Miller, Harry L. Miller, Fayla Chambers, Miller Wilkins and Joyce Chambers Miller to Conley H. Strunk and Geneva A. Strunk, as recorded in Deed Book 94, at Page 84 on October 23, 1962 at 8:15 a.m., (3) a quitclaim deed dated December 26, 1980, conveyed from Pamela Parson, Bessie K. Strunk, Sheila M. Strunk, Linda L. Wargo and Danny L. Strunk to Geneva Strunk, as recorded in Deed Book 160, at Page 264 on May 5, 1981 at 8:31 a.m., (4) a quitclaim deed dated December 26, 1980, conveyed from Gary L. Strunk, Joan L. Boyd, Dennis H. Strunk, Kenny D. Strunk and Carl H. Strunk to Geneva Strunk, as recorded in Deed Book 160, at Page 267 on May 5, 1981 at 8:32 a.m., and (5) a quitclaim deed dated January 22, 1981, conveyed from Rose Marie Higgins to Geneva Strunk, as recorded in Deed Book 160, at Page 270 on May 5, 1981 at 8:33 a.m., all of the foregoing deeds being recorded in the Office of the Register for Scott County, Tennessee at Huntsville.

The drafters of this deed, by virtue of its preparation, make no representations whatsoever regarding the status of title, encroachments, acreage, easements or other access, or the accuracy of the boundary calls for the real property described herein; this instrument was prepared solely from the directions, metes and bounds description and other information provided by the grantor(s) and grantee(s) named in this deed.

TO HAVE AND TO HOLD the Property along with all of the improvements, easements, estate and other appurtenant interests that may exist in the Property, to Grantee, and Grantee's heirs, successors and assigns, forever, in the indicia and degree of ownership as established in the foregoing provisions of this instrument, with Grantor thereby releasing in the Property any and all claims to homestead, dower, curtesy, elective share and other spousal interests, if any and as applicable to the parties hereto. Grantor warrants and covenants with Grantees that

Grantor is lawfully seized and possessed of the Property in fee simple absolute, that Grantor has full power, lawful authority and right to convey the Property, that the Property is free and clear from all liens and encumbrances, except such liens and encumbrances as may be expressly and specifically described herein, if any, and that Grantor shall forever defend the Property, and its title, against the lawful claims of all persons whomsoever. Whenever the words " Grantor" or " Grantee" are used in this deed, it shall mean the number and gender, as the case may actually be.

WITNESS THE SIGNATURE of the Grantor on the date entered in the notary provision appearing below.

Geneva A Strunk
Geneva A. Strunk

STATE OF Michigan)
) ss.
COUNTY OF Macomb)

Personally appeared before me, Kathy L. Wilson, a Notary Public of said County and State, **Geneva A. Strunk**, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

19 96 Witness my hand, at office, this 21st day of November

Kathy L. Wilson
Kathy L. Wilson
Notary Public

My Commission Expires: July 9, 2000

STATE OF Michigan)
) ss.
COUNTY OF Macomb)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ONE THOWAND THREE HUNDRED AND FIFTY, which amount is equal to or greater than the amount which the property transferred would command at a fair, voluntary sale.

Geneva A Strunk
Affiant

Subscribed and sworn to before me this 21st day of November 1996

Kathy L. Wilson
Notary Public

My Commission Expires: July 9, 2000

STATE OF TENNESSEE, SCOTT COUNTY
Received March 14, 1997 at 11:32 A.M.
and recorded in Deed Book 214 Page 447
and entered in Note Book M Page 50
State Tax \$4.81 Fee 1.00 Recording Fee \$16.00
Total \$21.81 Receipt No. 26052

Portia B. Gator, Jr.
Register