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DEED AND TRUST AGREEMENT

For and in consideration of $1.00, the receipt of which is hereby acknowledged, and of the love and affection for the beneficiaries of the trust hereinafter created, Paul Mountcastle, Jr. and wife, Virginia Mountcastle, do hereby transfer and convey unto Paul Mountcastle, Jr., Virginia Mountcastle, and Allen M. Steele, Trustees, the following described property in Davidson County, Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of Chickering Park, Section II, of record in Book 2663, page 73, Register's Office for said County, described as follows:
>
> BEGINNING at a point in the south terminus of Dumbarton Oaks Drive at the corner of Lots No. 7 and 8; thence with the line between said lots, southerly 372.6 feet to a point; thence easterly 231 feet to a concrete monument; thence northerly 378.8 feet to a corner of Lot No. 6; thence with the line between Lots No. 6 and 7, westerly 187 feet to the south terminus of Dumbarton Oaks Drive; thence with the south terminus of said Drive, southwesterly around a slight curve, 65.67 feet to the point of beginning.
>
> Being the same property conveyed to Paul Mountcastle, Jr. and wife, Virginia Mountcastle, by deed from George M. Zeigler and wife, Sandra E. Zeigler, of record in Book 3437, page 515, said Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate title and interest thereunto belonging to the said Paul Mountcastle, Jr., Virginia Mountcastle, and Allen M. Steele, Trustees, their successors and assigns forever under the terms and conditions of the trust hereinafter created.

And the said Paul Mountcastle, Jr. and wife, Virginia Mountcastle, do covenant with the said Paul Mountcastle, Jr., Virginia Mountcastle, and Allen M. Steele, Trustees, that they are lawfully seized and possessed of said land in fee simple,

have a good right to convey it and the same is unencumbered.

And the said Paul Mountcastle, Jr. and wife, Virginia Mountcastle, do covenant and bind themselves to warrant and forever defend the title to said land to the said Paul Mountcastle, Jr., Virginia Mountcastle, and Allen M. Steele, Trustees, their successors and assigns, against the lawful claims of any persons whomscever.

Said Trustees shall hold said property and any moneys or other property which may come into their hands as such Trustees upon the following uses and trusts to-wit:

(1) The property hereinabove described shall be kept and maintained as a home for David Browning, son of Virginia Mountcastle, and the three children born of the marriage of Paul Mountcastle, Jr. and Virginia Mountcastle, namely, Catherine Mountcastle, Mitchell Lee Mountcastle, and Lee Mountcastle, until there shall be none of such children living under the age of twenty-three, at which time the trust shall terminate. At said date of termination of the trust, the Trustees shall divide the corpus of the trust, and any accrued income equally between the four beneficiaries or the survivors then living and to this end shall as soon as practicable after such date of termination sell the property if the same has not previously been sold under the provisions hereinafter set out and make division of the proceeds as herein provided.

(2) The Trustees, or the surviving Trustee, may at any time in their sole discretion, acting unanimously as hereinafter required, but shall not be obligated to do so, sell the above described property. The proceeds from such sale shall be held by the Trustees, and in their discretion, shall be (i) placed in a

savings account in Third National Bank or (ii) used to the extent desirable to rent an apartment or a house as a home for said children or (iii) reinvest it in another parcel of residential property to be used as a home for such of said children as shall be under age twenty-three, and such property in which the proceeds are reinvested shall be held under the provisions of this trust. Any excess proceeds shall be held by the Trustees until the termination of the trust.

(3) The general terms, conditions, and limitations of the trust herein created and the powers and duties of the Trustees thereunder are as follows:

The settlors of the trust agree to pay all the expenses of maintaining the property and shall pay taxes, and the Trustees shall have no obligation or responsibility in this connection, nor any obligation to enforce this agreement by the settlors to maintain the property and pay taxes.

The Trustees may from time to time for the purposes herein set out sell, assign, lease, mortgage or otherwise encumber or dispose of said trust property, or any property purchased from the proceeds thereof as hereinabove provided, and may execute and deliver for such purpose all necessary and proper deeds, mortgages, notes, or other instruments necessary or desirable in connection therewith and receive the proceeds therefrom and hold the same upon the uses and trusts herein set out.

In no case shall any party dealing with said Trustees in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustees, 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 this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustees; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustees 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 this Indenture 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 this Indenture and binding upon all beneficiaries thereunder, and (c) that said Trustees were duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

Any moneys received by the Trustees and not reinvested in residential property as hereinabove provided shall be held in a savings account in Third National Bank in Nashville.

No beneficiary under this trust shall have any right or power to anticipate, alienate or transfer any right or interest in the trust property, nor shall any such interest or right of any beneficiary be subject to attachment, seizure or sequestration by his or her creditors.

The unanimous agreement of all Trustees shall be necessary for any discretionary act provided for in this instrument. In the event of the death, resignation or inability to act of Allen M. Steele, Third National Bank is hereby appointed to serve in his place and stead.

No Trustee, acting hereunder, shall be held responsible for

the defaults of any Co-Trustee or for any loss sustained by the trust estate through any error of judgement made in good faith, but he shall be liable only for his own willful misconduct or breach of good faith.

IN WITNESS WHEREOF, Paul Mountcastle, Jr. and wife, Virginia Mountcastle, have executed this Deed and Trust Agreement, and Paul Mountcastle, Jr., Virginia Mountcastle, and Allen M. Steele have executed this instrument, executing their acceptance of the trusts herein created, this the 26th day of April, 1965.

Paul Mountcastle, Jr., as Trustee

Paul Mountcastle, Jr.

Virginia Mountcastle, as Trustee

Virginia Mountcastle

Allen M. Steele, as Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public in and for said County and State, the within-named Paul Mountcastle, Jr. and wife, Virginia Mountcastle, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 27th day of April, 1965.

Notary Public

My commission expires: 11-7-65

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, _____,
a Notary Public in and for said County and State, the within-named Paul Mountcastle, Jr., Trustee, Virginia Mountcastle, Trustee, and Allen M. Steele, Trustee, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 27th day of April, 1965.

_____
Notary Public

My commission expires: 11-5-68

DEED AND TRUST AGREEMENT

Paul Mountcastle, Jr. et ux.

to

Paul Mountcastle, Jr.,
Virginia Mountcastle, and
Allen M. Steele, Trustees

STATE TAX $
PROBATE .50
TOTAL $

APR 26 1965
PAID APR 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN

APR 30 1 26 PM '65

FELIX Z. HUDDLESTON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

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