This instrument prepared by Harris Gilbert, Atty
New Owner + mail Tax Notice to
Harris Gilbert, Trustee
246 White Bridge Rd, Apt C-7
Nashville, Tennessee

BOOK 3993 PAGE 340

Map 81-11
Par. 528-529

Map 92-8
Par. 38

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Seven Thousand Forty-three and 03/100 ($7,043.03) Dollars, cash in hand paid, and love and affection, I, Leon Gilbert, an unmarried man, have this day bargained and sold, and do hereby transfer and convey to Harris A. Gilbert, Trustee, the following tracts or parcels of land in Davidson County, Tennessee:

Tract 1: Being the west 37 1/2 feet of the east 40 feet of Lot No. 128 on the Plan of the Unsold, Lots in Nashville of Samuel Watkins, deceased, as of record in Book 57, page 13, Register's Office for Davidson County, Tennessee.

Said part of said lot fronts 37 1/2 feet on the south side of Clinton Street and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to Leon Gilbert by deed from Luther Robinson and wife, Louise Robinson, of record in Book 3075, page 301, R.O.D.C., Tennessee.

Tract 2: Land in Davidson County, Tennessee, being the south one-half of Lot Number 180 on the Plan of D. T. McGavock and Others Addition, as of record in Book 21, page 41, Register's Office for said County.

Said part of lot fronts 50 feet on the west side of 12th Avenue North and runs back between parallel lines, 154 feet to an alley.

Being the same property conveyed to Leon Gilbert by deed from the Estate of George A. Ezell, Sr., being Rule No. 42968, of record in Book 3533, page 477, R.O.D.C., Tennessee.

Tract 3: Being the north one-half of Lot No. 179 on the Plan of McGavock, Wetmore and Other's Second Addition, called the Addition to the Town of McGavock, of record in Book 21, page 41, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 179 fronts 50 feet on the westerly side of Twelfth Avenue, North, formerly Florence Street, and runs back between parallel lines 154 feet to an alley.

Being the same property conveyed to Leon Gilbert by deed from Chrystabel S. Bailey and Gabriella Stanley, of record in Book 3250, page 413, R.O.D.C., Tennessee.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Harris A. Gilbert, Trustee, who shall hold said properties for the use and benefit of himself, individually, his sister, Pauline Gilbert, and his brother, Charles Gilbert, Jr., as herein set out:

Said properties shall be held by the said Harris A. Gilbert, Trustee, with full power and authority to sell, subdivide, exchange, improve, mortgage and lease for any period of time, though extending beyond the term of the trust, in whole or in part, without the consent or joinder of any beneficiary or without the authority of any Court, as he, in his judgment, may deem beneficial for said trust.

Neither the named Trustee nor any successor in trust shall be required to give bond or account or report to any Court and the Trustee may exercise any and all powers herein granted, authorized or vested in the Trustee, in the sole and absolute discretion of the Trustee, without obtaining the consent or joinder of any beneficiary or the approval of any Court. Wherever the term "Trustee" is used herein, it shall apply to the named Trustee and any and all successors in trust, unless the context requires otherwise.

The Trustee shall divide the net income equally between said beneficiaries. The Trustee shall be, and is hereby authorized to collect rents and shall distribute net rents to the beneficiaries as their respective interests appear, after providing for the payment of taxes, insurance premiums, costs and expenses of maintenance and repair, and of leasing, collecting rents and operating said properties; and, if the Trustee sees fit, the

Trustee may set up and maintain a depreciation account for use in renovating, adding to, or maintaining the properties from time to time. The Trustee shall be, and is hereby empowered to execute any and all deeds, contracts, leases, and other paper writings, to bring suit and prosecute claims in connection therewith.

In the event of the sale of said properties, the Trustee is to reinvest the proceeds and hold same under the same trust; all grantees or purchasers from said Trustee and any mortgages, lessees, or any other persons dealing with said Trustee, or any successor in trust, are hereby completely relieved from any duty or obligation to see to the reinvestment of the proceeds in any transaction with the Trustee, or any successor in trust.

This trust shall terminate on January 1, 1987, or upon the death of the last to survive as between Harris A. Gilbert, Pauline Gilbert, and Charles Gilbert, Jr. On termination of the trust, the corpus and any undistributed income or accumulated funds shall be distributed to the then living beneficiaries, as tenants in common. In the event of the death of any one or more of the beneficiaries before the termination of the trust, the interest of such beneficiary shall vest to the date of termination of the trust in the Executor of his or her Last Will and Testament, according to the terms of said Last Will and Testament, or if he or she should die intestate, the interest of such beneficiary shall vest to the date of termination of the trust in his or her heirs and distributees under the laws of intestate succession of the State of Tennessee, subject to all of the provisions of said warranty deed for

these properties to remain in trust with Harris A. Gilbert, Trustee, or Successor Trustee, until January 1, 1987.

During the existence of said trust, the Trustee and said substitute trustees shall have such powers hereinabove described, in addition to those provided by law, and shall be excused from performing certain duties required by law as hereinbefore set forth.

Neither the corpus nor the income of said trust in the hands of the Trustee or substitute trustee shall be subject to anticipation or assignment, by any beneficiary in any manner whatsoever; nor shall the same be in any way distrained or subjected to payment of any beneficiary's debts, contracts, liabilities or obligations (marital or otherwise) of any nature, and in any event whatsoever by process of law or otherwise.

The Trustee shall keep on hand at the place of business of the Trustee, or any other place designated by the respective trustees, convenient for and available to the inspection of the beneficiaries, or the representative of the beneficiaries, during any and all business hours of any business day, full, true and complete records and current accounts, and a full report and accounting shall be furnished each beneficiary each year, or more often, if the Trustee so elects.

Should the said Harris A. Gilbert, Trustee, for any reason fail or cease to qualify or serve or be unwilling to serve as Trustee during the term of said trust, Joe Gilbert, Jr., shall be vested with title to the corpus of the trust, as successor trustee, with all power and authority herein vested in the original Trustee. Should both said Trustee and substitute

trustee fail or refuse or cease to serve as such, the beneficiaries, or a majority of them, are authorized to appoint a substitute trustee by an instrument in writing registered in the Register's Office, for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Harris A. Gilbert, Trustee, his successors and assigns, forever, subject to the provisions hereinabove set out.

And I do covenant with the said Harris A. Gilbert, Trustee, that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except for back taxes.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 28th day of February, 1966.

DOCUMENTARY 25 CENTS 25

Leon Gilbert
LEON GILBERT

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, DON R BINKLEY, a Notary Public in and for the said County and State, the within named Leon Gilbert, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 28th day of February, 1966.

Don R Binkley
Notary Public

D. R. BINKLEY NOTARY LARGE STATE OF

My Commission Expires:
April 28, 1968

19393

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 3 11 58 AM '66
NOTE: BOOK 113 PAGE 588
RECORDING FEE $ 4.00
DEP. REG. 22

From Loan Right
To Travis G. Ilbert,
Trustee

BOOK 3993 PAGE 345

STATE TAX $ 1056
PROBATE 50
TOTAL $ 1106

MAR 3 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID MAR 3 1966