This instrument prepared by, Harris Gilbert
1310 Nashville Bank
Trust Bldg

New Owner & Tax Notices Mail To:
Harris Gilbert, Trustee
246 White Bridge Rd
Nashville, Tennessee

BOOK 4002 PAGE 406 Nashville, Tenn.

Map 82-4
Par. 214
27W M.O.

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Two Thousand, Thirty-six and 25/100 ($2,036.25), cash in hand paid, ~~[redacted]~~ 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 tract or parcel of land in Davidson County, Tennessee:

> Land in Davidson County, Tennessee, being Lots Nos. 12 and 13 on the map of Thornby Place, as of record in Book 332, page 3, Register's Office for said County, and more fully described in the deed below set out.
>
> Being the same real property conveyed to Leon Gilbert, by deed from Elkin Garfinkle, Trustee, of record in Book 3845, page 938, Register's Office for Davidson County, Tennessee..

TO HAVE AND TO HOLD the said tract or parcel 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.

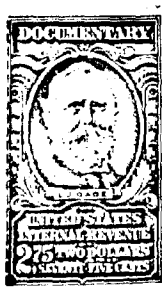
TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Harris A. Gilbert, Trustee, his successors and assigns, forever, subject to the provisions hereinabove set out.

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.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 31st day of March, 1966.

Leon Gilbert

LEON GILBERT



STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, A. L. Weinbaum Jr., 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 31st day of March 1966.

A. L. Weinbaum Jr.
Notary Public

My Commission Expires: March 12, 1967

BOOK 4002 PAGE 411

STATE TAX $ 3.00
PROBATE
TOTAL $ 3.50

APR 4 1966

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

PAID APR 4 1966

22977

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 4 9 40 AM '66
NOTED: BOOK 113 PAGE 751
RECORDING FEE $ 3.00
DEP. REG.

Lon Gilbert
to
Travis Gilbert
Trustee