Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Nos.
Edward Kaeser, Jr. 520 Sixth Avenue, South Nashville, Tennessee	Edward Kaeser, Jr. 520 Sixth Avenue, South Nashville, Tennessee	Map 93-10 Par. 226 Par. 228

TRUST AGREEMENT

and

CONVEYANCE OF REMAINDER INTEREST

THIS AGREEMENT entered into this 1st day of October, 1967, between Alma Mary W. Kaeser, as "Grantor" or "Settlor", and Edward Kaeser, Jr., as "Trustee".

The Grantor hereby transfers and conveys for a specified term of years herein provided to the Trustee, all right, title and interest in certain real property which will be hereinafter more particularly described for the sole purpose and on the conditions herein stated.

TRUST PROPERTY: The trust property is located in Davidson County, Tennessee, and is described as follows:

Being the southerly part of lot No. 9 and the northerly part of lot No. 10 on the plan of Barrow Grove, as of record in book S, page 279, Register's Office for said County, described together, as follows:

Beginning on the easterly margin of 6th Avenue South, formerly High Street, at the northwest corner of the property conveyed to Edward Kaeser, Sr. and wife, by deed from F. Compton Wallace and wife, of record in book 2342, page 189, said Register's Office; thence with the northerly line of said Kaeser property, eastwardly 210 feet to the westerly margin of an alley; thence with said alley, northwardly 80 feet, more or less, to the southeast corner of the property conveyed to Morris Wiener by deed from C. H. Phelps and wife, of record in book 638, page 454, said Register's Office; thence with the southerly line of said Wiener property westwardly 210 feet to the easterly margin of 6th Avenue South; thence with said Avenue, southwardly 80 feet, more or less, to the beginning.

STATE TAX $ 66.00
PROBATE .50
TOTAL $ 66.50

OCT 3 1967

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

PAID OCT 3 - 1967

Said property conveyed by warranty deed to Alma W. Kaeser from Rose Hirshberg, a widow, of record in book 3284, page 573, Register's Office for Davidson County, Tennessee.

Being the southerly 22 feet 9 inches of lot No. 10, all of lot No. 11, and the northerly 22 feet of lot No. 12 on the Plan of Barrow Grove Addition, as of record in book "S", page 279, Register's Office for said County.

Said part of lot No. 10, all of lot No. 11 and part of lot No. 12 front together 104 feet 9 inches on the easterly side of 6th Avenue South, formerly High Street, and run back between parallel lines 210 feet to an alley.

Said property conveyed to Edward Kaeser, Sr., (now deceased) and wife, Alma Kaeser, by warranty deed from F. Compton Wallace and wife, Martha R. Wallace, of record in book 2342, page 189, Register's Office for Davidson County, Tennessee.

TRUST PURPOSES AND DISTRIBUTIVE PROVISIONS: The Trustee shall hold and manage the trust property and shall apply and distribute the entire income from the said property in the following manner:

(a) The Trustee shall make principal and interest payments to Edward Kaeser, Jr. on an indebtedness against the trust property which is secured by a promissory note and deed of trust of record in book 4174, page 926, of the Register's Office for Davidson County, Tennessee. The Trustee will apportion sufficient money from the income of the trust property to satisfy this indebtedness as it accrues on a monthly, quarterly, semi-annually, or annual basis, whichever may be the case. That this will be the first obligation of the Trustee so that the corpus of this trust may be secure and protected and so that this indebtedness may be liquidated during the life of the trust.

(b) The balance of the income (over and above that amount of money needed to satisfy paragraph (a)) of this trust shall be paid and distributed equally to Edward Kaeser, III, Carolyn S. Kaeser, Janelle K. Lee, Robert F. Lee, III, Sandy Meade Moore, III and Philip L. Moore, all hereinafter referred to as trust beneficiaries. The Trustee shall distribute the income to the trust beneficiaries at least annually. The Trustee,

in its discretion, may make payment directly to the trust beneficiaries, whether or not the beneficiary is a minor, or by applying the same directly for the benefit of the minor; or by paying the same to the person with whom such minor may reside for the benefit of the minor, or to the legal guardian of such minor for the benefit of the minor, and this includes the right of the Trustee to pay the premium on policies of life insurance which are owned by the trust beneficiary that insure the life of a trust beneficiary or of a natural parent of a trust beneficiary. The distribution of the entire income from the trust property, in the above manner, shall fully acquit and discharge the said Trustee.

(c) In the event any one or more of the trust beneficiaries herein provided for shall die before the termination of the trust, leaving issue, the Trustee shall determine the interest of such deceased trust beneficiary in the trust as of the date of death and shall retain such interest, divided into as many separate shares as equal the number of his or her children who shall survive him or her, and hold same for the benefit of such surviving issue paying over to each such issue his or her share of the income as provided in paragraph (b) on the same terms as the income shall otherwise have been paid to the trust beneficiary named herein. If any one of the trust beneficiaries die before the termination of the trust, leaving no issue, then his or her share of the income as provided in paragraph (b) shall be divided equally in equal portions to the remaining trust beneficiaries herein. If all of the trust beneficiaries die, leaving no issue, before the termination of the trust, then the Trustee shall distribute the income to the heirs at law of the last surviving trust beneficiary as determined by the laws of the State of Tennessee, excluding, however, the Grantor, Alma Mary W. Kaeser, or her estate, so that in no case will any of the income under this trust be distributed to the said Grantor.

(d) This trust shall terminate on the first day of

March, 1978, and upon such termination the corpus real property shall pass to the Grantees hereinafter named and the said trust property will then be owned in fee simple as tenants in common by the said Grantees.

POWERS OF THE TRUSTEE: In the administration of this trust, the Trustee shall, subject to any limitations stated elsewhere in this agreement, have all of the powers and authority set out in the language contained in the introductory paragraph of Section 35-618 of the Tennessee Code Annotated and each of the sub-paragraphs (5) through (32) inclusive of said section with the same effect and subject to the same judicial interpretation and control in appropriate cases as though such language was set forth verbatim in this instrument. The word "estate" as used in any sub-paragraph of Section 35-618 shall be construed to mean the trust estate.

LIMITATIONS ON POWERS: Notwithstanding anything herein to the contrary, no powers enumerated herein or hereafter conferred upon the Trustee generally, shall be construed to enable the Grantor, or the Trustee, or either of them, or any person to purchase, exchange, or otherwise deal with or dispose of all or any part of the corpus or income of the trust for less than an adequate consideration in money or money's worth, or to enable the Grantor or Trustee, to borrow all or any part of the corpus or income of the trust directly or indirectly. The power given the Trustee by the state law to allocate receipts and disbursements between corpus and income shall subject the Trustee to liability to account to the beneficiaries.

SUCCESSOR TRUSTEE: If for any reason the Trustee herein provided cannot serve, I hereby name and appoint Florence Kathryn Kaeser Lee or Sue Ann Kaeser Moore. Should both reside outside the state of Tennessee, then I appoint the Third National Bank of Nashville, Tennessee as co-successor trustee. Any successor trustee shall succeed to all the duties and all the powers, including the discretionary powers, herein granted to the Trustee named.

BOND AND COMPENSATION TO TRUSTEE: No Trustee or successor trustee shall be required to furnish any bond or other security for the performance of the duties as trustee hereunder. Further, the Trustee will not be paid any compensation for services as Trustee in this instrument.

SITUS: Construction of this instrument, and the validity of the interest created hereby and the administration of the trust property shall be governed by the laws of the State of Tennessee.

IRREVOCABILITY: The trust created by this instrument shall be irrevocable. The Grantor hereby expressly acknowledges that she has no right or power, whether alone or in conjunction with others, or in whatever capacity, to alter, amend, revoke or terminate the trust, or any of the terms of this agreement. By this agreement, the Grantor intends to and does hereby relinquish, absolutely and forever, all possession or enjoyment of, or right to the income from the trust real property for the term of years of this trust, whether directly, indirectly or constructively earned during the term of the trust.

WARRANTY DEED TO REMAINDER INTEREST

And now for the purpose of conveying the Grantor's vested remainder, for and in consideration of the sum of One ($1.00) Dollar, the receipt of which is hereby acknowledged, along with love and affection, Alma Mary W. Kaeser has bargained and sold and by these presents does transfer and convey unto Edward Kaeser, Jr., Florence Kathryn Kaeser Lee, and Sue Ann Kaeser Moore, hereinafter referred to as Grantees, their heirs and assigns, her vested remainder interest in the tract of land herein described in Nashville, Davidson County, Tennessee, which land is more particularly described on page (1) and (2) of this instrument. To have and to hold the said land with the appurtenances, estate, title and interest thereto belonging to the said

Grantees, Edward Kaeser, Jr., Florence Kathryn Kaeser Lee, and Sue Ann Kaeser Moore, their heirs and assigns, forever.

And I, Alma Mary W. Kaeser, do further covenant with the said Grantees that I am lawfully seized and possessed of the vested remainder interest in the said land; have a good right to convey it, and the same is unencumbered except for the trust for the period of years herein provided, and for the deed of trust mentioned herein at page (2) of this instrument.

And I, Alma Mary W. Kaeser, do further convenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said Edward Kaeser, Jr., Florence Kathryn Kaeser Lee, and Sue Ann Kaeser Moore, as Grantees, their heirs and assigns against the lawful claims of all persons whomseover.

IN WITNESS WHEREOF, we, the said Grantor and Grantees, have hereunto set our hands this 2nd day of October, 1967.

Alma Mary W. Kaeser

Alma Mary W. Kaeser

Grantor and Settlor

Edward Kaeser

Edward Kaeser, Jr.

Grantee and Trustee

Florence Kathryn Kaeser Lee

Florence Kathryn Kaeser Lee

Grantee

Sue Ann Kaeser Moore

Sue Ann Kaeser Moore

Grantee

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Jno. W. Nolan M.
a Notary Public in and for said County and State, the within named Alma Mary W. Kaeser, the bargainor and Grantor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of Oct., 1967.

Jno. W. Nolan M.
Notary Public

Commission Expires: 11-16-68

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, Thomas H. McClellan,
a Notary Public in and for said County and State, the within named Edward Kaeser, Jr., the bargainor and Grantee, 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 29 day of Sept., 1967.

Thomas H. McClellan
Notary Public

Commission Expires: 4/21/70

STATE OF Missouri

COUNTY OF St. Louis

Personally appeared before me, Donald J. Kopf,
a Notary Public in and for said County and State, the within named Florence Kathryn Kaeser Lee; the bargainor and Grantee, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at St. Louis County, Missouri, this 27th day of September, 1967.

Donald J. Kopf
Notary Public

Commission Expires: February 6, 1970...

STATE OF Tenn.

COUNTY OF Davidson

Personally appeared before me, Thomas H. Wedding, a Notary Public in and for said County and State, the within named Sue Ann Kaeser Moore, the bargainor and Grantee, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tenn., this 29 day of Sept., 1967.

Thomas H. Wedding
Notary Public

Commission Expires: 4/21/70

TRUST AGREEMENT

and

CONVEYANCE OF REMAINDER INTEREST

From

Alma Mary W. Kaeser

To

Edward Kaeser, Jr., et al

90646

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 3 10 13 AM '67

NOTE: BOOK 117 PAGE 422

RECORDING FEE $ 13.50

DEP. REG. H.

This instrument prepared by
W. No[illegible], III, Attorney
[illegible] Bldg, Nashville
Sta[illegible]