BARKSDALE, WHALLEY, LEAVER, GILBERT AND FRANK
ATTORNEYS
SEVENTH FLOOR
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

New Owner and Send Tax Notices to:
Harris A. Gilbert, Trustee
245 Ensworth Avenue
Nashville, Tennessee

This instrument was prepared in the office of Barksdale, Whalley, Leaver Gilbert & Frank SEVENTH FLOOR Third National Bank Building Nashville, Tennessee 37219

By Harris A. Gilbert

Maf. 60
Pdr. 22 Pw

# WARRANTY DEED

BOOK 4412 PAGE 936

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED and NO/100 ($500.000) 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 tract or parcel of land in Davidson County, Tennessee:

> A tract or piece of land lying and situated in the 21st Civil District (12th) of Davidson County, Tennessee, and bounded as follows:
>
> Beginning at a stone on the western margin of Brick Church Turnpike Road, my southeast corner and corner to Brand's Lands, and runs thence with the margin of said turnpike road north 14 1/4 degrees west 39 and 20/100 poles to a stone; thence south 83 degrees west 64.90 poles to a stake and small ash pointer in my west boundary line; thence South 1 1/4 degrees west with said line 39.52 poles to a stone Brand's corner; thence with his line North 83 degrees East 75.32 poles to the beginning, containing 17 acres and 38 poles by actual survey less 9 square poles reserved in the deed to me by the deed of Davidson County and which nine square poles is now enclosed and used as a burying ground by the heirs of Jerry Parker, which would leave to the said Trustees 17 acres and 29 poles and being the same property conveyed to the Trustees of the Benevolent Society No. 2 of the Town of Edgefield by deed dated January 8, 1872, and recorded in Book 47, Page 449, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Leon Gilbert by deed from Henry Park, et al, of record in Book 3315, Page 475, Register's Office for Davidson County, Tennessee.

[illegible] the actual consideration or value of the within transfer, whichever is greater, is $ 500 Affiant Harris A. Gilbert
Subscribed and sworn to before me this 23rd day of April 1970
Notary Public Andrew Reagan

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 the 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 he 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 mortgagees, lessees, or any other persons dealing with said trustee, or any successors 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 successors, 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 successor 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 tract or parcel 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 22nd day of April, 1970.

Leon Gilbert

LEON GILBERT

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, Nancy Edwards, 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 22nd day of April, 1970.

Nancy Edwards

NOTARY PUBLIC

My commission expires: 1/21/71

NANCY EDWARDS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

APR23'70 STATE TAX PAID CONV * 500.00

REGISTER'S FEE M'DEED A* 1.30 A** .50 A** 7.50 * 9.30

IDENTIF. REFERENCE

APR 23 1 39 PM '70

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

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