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This instrument was prepared by Harris A. Gilbert, 7th Floor, Third National Bank Building, Nashville, Tennessee 37219

Map. 81-16
Par. 695
Map 92-7
Par. 66-67
Map 91-2
Par. 168 PW

NEW OWNER and MAIL TAX NOTICES TO:

Harris A. Gilbert, Trustee
245 Ensworth Avenue
Nashville, Tennessee

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and other valuable considerations, and for the love and affection I bear toward the grantees hereof, I, Leon Gilbert, have bargained and sold, and by these presents do transfer and convey unto Harris A. Gilbert, Pauline Gilbert, Charles Gilbert, Jr., Laverne Fulgham and Freda H. Gilbert, the following tracts or parcels of land in Davidson County, Tennessee:

TRACT NO. 1

Land in Davidson County, Tennessee, being the Westerly 18 feet of the southerly 100 feet of Lot No. 11 and the easterly 19 feet of the southerly 100 feet of Lot No. 13 of Block 4 on the map of Cherokee Park Subdivision, as of record in Book 161, page 75, Register's Office for said County, being Lot No. 5 on an unrecorded Survey of Lots Nos. 7, 9, 11 and 13 of Block 4 in said Cherokee Park Subdivision.

According to a survey made by Z. J. Wilkinson, Surveyor, May 16, 1946, said Lot No. 5 fronts 37 feet on the northerly side of Morrow Road and runs back between parallel lines 100 feet to the southerly margin of a 10-foot easement.

Being the same property conveyed to Leon Gilbert pursuant to a decree in the case of Patricia Ann Bratcher and Douglas Eugene Bratcher, Minors, Etc., Ex Parte, No. 33379, in the County Court of Davidson County, Tenn. (This is improved property known as 6114 Morrow Road, Nashville, Tenn.)

TRACT NO. 2

Being the northeasterly part of Lot No. 40 and a two-foot strip of land on the northeasterly part of Lot No. 39 on G. M. Holt's Plan of Lots, as of record in Book 21, Page 33, Register's Office for said County.

Said parts of said lots front together 52 feet on the westerly side of a 16-foot alley, which alley is 137 feet east of the easterly margin of 11th Avenue North and parallel thereto,

and run back between parallel lines, along the southerly margin of Jackson Street, 37 feet to a dead line, and is known as Lot "F" on the Map of a Resubdivision of Lots 38, 39 and 40 of said G. M. Holt's Plan of Lots.

Being the same property conveyed to Leon Gilbert by deed from Cleo Ruth Ross, of record in Book 2447, Page 407, R.O.D.C.

The above described property is conveyed subject to Easement for water line as shown on survey made by Harvey Gee, February 27, 1950 and subject to reservation as set out in deed from Frank J. Bath to William H. Ross and wife, dated July 20, 1950, filed July 21, 1950, and recorded in Book 1875, page 192, R.O.D.C., Tenn., as follows: The right to connect to water line running through said property by owners of five houses located on said lots 38, 39 and 40 is reserved.

(This is improved property known as 1021 Jackson Street, Nashville, Tenn.)

TRACT NO. 3

Being Lots No. 27 and 28 on the Plan of C. R. Badoux, of record in Book 161, page 41, Register's Office for said County.

Said lots adjoin and front together 55 feet on the north side of Herman Street and runs back between lines, 165 feet more or less on the west line of Lot No. 27, and 166 1/2 feet on the east line of Lot No. 28, along the west margin of an alley to another alley in the rear on which they measure 43 feet.

(This is improved property known as 1906 Herman Street, Nashville, Tennessee)

Being the same property conveyed to Leon Gilbert pursuant to a decree in the case of Robert E. Lillard, Administrator, v. Robert Frierson, Edgar J. Frierson and Nora White, Docket No. 38807, in the County Court of Davidson County, Tennessee on February 17, 1959, certified copy of said decree being filed of record in Book 2881, Page 46, Register's Office of Davidson County, Tennessee.

DEC 30	CONV	*3,170.78			
DEC 30	S'TAX		A*	8.32	
DEC 30	PR'FEE		A*	.50	
DEC 30	W'DEED	-2-	A*	10.50	* 19.32

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 property for the use and benefit of Harris A. Gilbert, Pauline Gilbert, Charles Gilbert, Jr., Laverne Fulgham and Freda H. Gilbert, upon the following terms and conditions:

The Trustee shall divide and pay the net income from said real property from time to time but at least annually, on or before December 31 of each calendar year, during the natural lifetime of Freda H. Gilbert and Laverne Fulgham, three-fifths (3/5) of the net income to be paid to Freda H. Gilbert and two-fifths (2/5) of the net income to be paid to Laverne Fulgham. Upon the death of either said Freda H. Gilbert or Laverne Fulgham, the share of the deceased in the net income shall go to the survivor. Upon the death of both Freda H. Gilbert and Laverne Fulgham, the trust shall terminate and the trustee shall divide the remainder interest equally per stirpes between Harris A. Gilbert, Pauline Gilbert and Charles Gilbert, Jr. It is the express intention of the parties that Freda H. Gilbert and Laverne Fulgham shall receive the net income from the said real property during their lifetime, but upon their deaths their interests in said real property shall cease and determine as hereinabove provided.

During the term of the trusteeship, the Trustee shall have sole and absolute control of the property, the right to make any and all leases and agreements respecting same, make and pay from the rentals for repairs, and in the event of damage or loss by fire or any other hazard, the Trustee shall have the sole and absolute discretion as to the rebuilding of the property, in whole or in part, and he shall have the sole right to determine

the amount of funds necessary to accomplish same and to use the rentals from the property for the purposes of the interests of the beneficiaries of this trust.

Although legal title shall be vested and determined solely by this instrument,for purposes of administration, record keeping, the deposit of funds, income tax reporting, and the like, the Trustee shall have the power to commingle the funds from this trust with the funds from other trusteeships of the parties.

Said property 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 have the sole right to determine what is net income.

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 property, 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.

If said property be taken by the exercise of the power of eminent domain by any governmental body, or any written threat thereof, the trustee shall have the sole power to determine the nature of the reinvestment of the funds, and he shall not be restricted to reinvestment of same in real estate, but shall have the power to reinvest same in such securities, bonds or savings accounts as he shall deem proper, the funds to be held in trust under the provisions hereunder.

Harris A. Gilbert, Trustee, shall manage said property for the benefit of the remaindermen herein, and he shall have sole and absolute power and discretion in the management, sale or mortgage of said real property and with regard to any related matters connected therewith, subject to the trust provisions herein, and if they should attempt to disturb his discretion or to interfere with his discretion, they will forfeit their interest in the property, and their rights shall belong to the remaindermen under this trust instrument.

On termination of the trust, the corpus and any undistributed income or accumulated funds shall be distributed to the then living remaindermen 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 this warranty deed.

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 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 29th day of December, 1970.

BOOK 5554
IDENTIF. REFERENCE
DEC 30 11 11 AM '70
F. A. ROBERTSON, REGISTER
DAVIDSON COUNTY, TENN.

Leon Gilbert
LEON GILBERT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Walter Cody Leaver, Jr. a Notary Public in and for said County and State, the within named Leon Gilbert, 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 December, 1970.

Walter Cody Leaver
Notary Public

My commission expires: 1-8-73

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 31707.78. Affiant Leon Gilbert
Subscribed and sworn to before me this 30th day of December 1970
Deputy Register W. Williams