This document prepared by
James L. Vance Berry
21st Floor, 1st American Ctr
Nashville, Tenn 37238

BOOK 5037 PAGE 792

ASSIGNMENT OF BENEFICIAL INTEREST IN REAL PROPERTY
AND
APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, the undersigned, KERMIT C. STENGEL, JR., is the beneficial owner of a certain tract of real property in Davidson County, Tennessee, more particularly described in Exhibit A which is attached hereto and made a part hereof, title to the same being vested in Kermit C. Stengel, Jr., Trustee, pursuant to a Land Trust Agreement dated June 3, 1976, and of record in Book 5035, page 552, Register's Office for said County; and

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WHEREAS, the undersigned, Kermit C. Stengel, Jr., desires to transfer and convey unto the purchaser, WILLIAM D. HEYDEL, his heirs and assigns, the beneficial interest in said property;

NOW, THEREFORE, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Kermit C. Stengel, Jr., does hereby sell, assign, transfer and set over unto William D. Heydel, all the beneficial interest in and to the real property described in Exhibit A hereto. The undersigned warrants that he is the lawful owner of said beneficial interest, that he has a good right to convey the same, and that the same is unencumbered excepting only the lien of taxes for the year 1976. Further, the undersigned will warrant and forever defend the title to the same to the Assignee against the lawful claims of all persons whomsoever.

KERMIT C. STENGEL, JR., TRUSTEE, joins herein and acknowledges notice of the assignment of beneficial interest aforesaid and agrees that the beneficial interest in said property shall hereinafter be held in trust for the benefit of the Assignee. Further, by his signature hereto, Kermit C. Stengel, Jr., resigns as such Trustee.

William D. Heydel joins herein as evidence of his acceptance of the assignment of beneficial interest aforesaid and, pursuant to the authority contained in the Land Trust Agreement aforesaid, he does hereby appoint William D. Heydel as Successor Trustee to hold the legal title to said property for the account and benefit of the beneficial owner and his assigns, all in accordance with the terms and provisions of the Land Trust Agreement.

SUZANNE L. STENGEL, wife of Kermit C. Stengel, Jr., joins herein for the purpose of conveying and relinquishing any marital interest which she may have in said property.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Beneficial Interest in Real Property to be executed this 21st day of June, 1976.

Kermit C. Stengel, Jr.

William D. Heydel

Kermit C. Stengel, Jr. Trustee

Suzanne L. Stengel

William D. Heydel, Trustee

STATE OF TENNESSEE)
)ss
COUNTY OF DAVIDSON)

Personally appeared before me, Dorothy Hayes, a Notary Public in and for said County and State, the within named Kermit C. Stengel, Jr., 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 21 day of June, 1976.

Dorothy Hayes
Notary Public

My commission expires: May 2, 1979

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Jean M. Heydel, a Notary Public in and for said County and State, the within named William D. Heydel, 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 21 day of June, 1976.

Jean M. Heydel
Notary Public

My commission expires: June 29, 1979

STATE OF TENNESSEE)
)ss
COUNTY OF DAVIDSON)

Personally appeared before me, Dorothy Hayes, a Notary Public in and for said County and State, the within

named Kermit C. Stengel, Jr., Trustee, 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 21 day of June, 1976.

Dorothy Hayes
Notary Public

My commission expires: May 2, 1979

STATE OF TENNESSEE)
)ss
COUNTY OF DAVIDSON)

Personally appeared before me, Dorothy Hayes, a Notary Public in and for said County and State, the within named Suzanne L. Stengel, the bargainor, 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 21 day of June, 1976.

Dorothy Hayes
Notary Public

My commission expires: May 2, 1979

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Jean M Hite, a Notary Public in and for said County and State, the within named William D. Heydel, Trustee, 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 21 day of June, 1976.

Jean M Hite
Notary Public

My commission expires: Aug. 29, 1979

BEING the southerly part of Lot No. 52 on the Plan of Belair, of record in Book 332, page 6, Register's Office for said County, as more particularl described on a survey by Barge, Waggoner, Sumner and Cannon for Harvey Kirkpatrick, dated May 20, 1976, File No. 6040, described as follows:

BEGINNING at an iron pin set at the northeasterly corner of the intersection of Woodlawn Drive, formerly Belair Avenue, and an unimproved alley 18 feet in width, being No. 815; thence North 3° 27' East along the easterly line of said alley a distance of 100 feet to an iron pin set at a fence located along the southerly boundary of property now or formerly owned by Effie S. Hooker and husband, John J. Hooker, by deed of record in Book 3673, page 135, Register's Office for said County; thence South 86° 34' east along said southerly boundary a distance of 226.6 feet to a point on the northwesterly right-of-way line of 21st Avenue, South; thence southwesterly along the northwesterly right-of-way line of 21st Avenue, South along a curve to the right, having a radius of 710.70 feet, a distance of 79.80 feet, more or less, to a point; thence continuing along the northwesterly right-of-way line of 21st Avenue, South along a curve to the right, having a radius of 721.70 feet, a distance of 27.27 feet, more or less, to a point; thence continuing along said northwesterly right-of-way line of 21st Avenue South along a curve to the right, having a radius of 29.50 feet, a distance of 16.66 feet, more or less, to a point on the northerly margin of Woodlawn Drive; thence along the northerly margin of Woodlawn Drive North 86° 34' West a distance of 155.1 feet, more or less, to the point of beginning.

Being the same property conveyed to Kermit C. Stengel, Jr., Trustee by deed from Edward L. Kirkpatrick, Jr., James Monroe Kirkpatrick, Harvey T. Kirkpatrick, and Sarah Kirkpatrick Frederick, as joint tenants of record in Book 5031, page 715, Register's Office for Davidson County, Tennessee.

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INDEXING REFERENCE

JUN 22 12 44 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

EXHIBIT A