This instrument prepared by: Barksdale, Whalley, Gilbert & Frank, 7th Floor, Third National Bank Building, Nashville, Tennessee 37219

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WARRANTY DEED

Address New Owner as Follows	Send Tax Bills To	Map-Parcel Numbers
Dr. J. Kenneth Jacobs, Trustee	Same	MAP No. 147-3
Name	Name	
4500 Malone Place		PARCEL No. 50
Street Address	Street Address	
Nashville, Tennessee 37205		
City State	City State	

FOR AND IN CONSIDERATION of the love and affection I bear towards my children, I, Norman W. Ginsberg, the owner of the property described in attached Exhibit "A", have bargained and sold and by the presents do hereby transfer and convey unto Dr. J. Kenneth Jacobs as Trustee, for the purposes contained herein, all my right, title, and interest in the following tracts and parcels of land in Davidson County, Tennessee, described in attached Exhibit"A".

During his respective lifetime, he shall serve as Trustee and hold said property upon the following terms:

(a) Trustee shall hold, manage, invest, and reinvest the trust property in three equal shares and three separate trusts, an undivided one third interest each for the sole benefit of the three children of the Grantor, namely, Elizabeth Diane Ginsberg, Betty Paula Ginsberg and Karen Jane Ginsberg, and trust property shall be divided into three equal and separate trusts for the use and benefit of my said children in the following manner and upon the following terms:

Trustee may distribute to, or apply for the sole benefit of each of my said children, during their lifetimes, the net income, at such time or times and in such amounts and manner, as the trustee in his sole discretion, shall determine but same shall be paid to them or for their benefit at least annually. Any amount which the trustees shall determine not to use may be accumulated as

income or may be added to the principal as the trustees shall deem best.

(b) When each of my said children dies, her separate trust shall terminate and the entire trust property then remaining shall be paid over and distributed to the child or children of my said children, or their issue, as they may appoint solely by their Last Will and Testament. The term "issue" shall include legally adopted children or grandchildren.

(c) Such right of appointment shall be governed as each of my said children may appoint by their last wills, duly admitted to probate by a court of competent jurisdiction, provided this power of appointment is specifically referred to by the terms of such wills; and provided, further, that this power of appointment can be exercised by each of my said children only in the event that they are over the age of 18 years at the time of executing such wills.

(d) Should any of my said children die without validly exercising the general testamentary power of appointment referred to in subparagraph (a) of this paragraph, the Trustee shall pay over and distribute the entire trust property then remaining to the then surviving issue or legally adopted children of the said child in equal shares per stirpes, or if there is no such issue or legally adopted children of the said child then surviving, then to the then surviving issue of the Grantor then surviving in equal shares per stirpes. No part of this trust shall revert to the Grantor, and he hereby renounces any interest in or to said trust property, and he does hereby quitclaim any reversionary right or any possibility of reverter.

(e) In dividing the principal of my said trust estate into shares or portions and making distribution thereof, said trustee is authorized, in his sole discretion, to make division or distribution in kind, or partly in kind, and partly in cash, and the trustees may assign undivided interests in any assets of said

trust estate to the several shares or proportions. The judgment of the trustee as to values for the purpose of such division or distribution shall be binding and conclusive on all parties interested in said trust.

In case any income becomes payable to an infant, or to a person under legal disability or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability is in the opinion of the co-trustees unable properly to administer such income, then such income may be paid out by the trustee for the benefit of such beneficiary in such of the following ways as the trustee think best:

Directly to such beneficiary:

To the legally appointed guardian or conservator of such beneficiary;

To some relative or friend of such beneficiary, for his or her support and education;

By the co-trustees, using such income to directly provide for education and support of such beneficiary.

Payments to all the beneficiaries of said trust estate, excepting minors and persons under disability, shall be made to such beneficiaries in person or upon their personal receipt, and to no one else. The interest of any beneficiary hereunder shall not be grantable, salable, assignable, or otherwise transferable, nor shall it be subject to seizure or sequestration for the payment of any debts, judgments, alimony, or separate maintenance owed by said beneficiary, or be transferable by operation of law in the event of bankruptcy, insolvency or otherwise; and no person shall acquire any right, title, or interest of any beneficiary hereunder by reason of any grant, sale, assignment or transfer.

3. ADDITIONAL AND SUCCESSOR TRUSTEES. In the event Dr. J. Kenneth Jacobs should die, resign, or cease to qualify as a trustee, then all of the powers reposed in him as trustee shall be and are hereby vested in First American National Bank.

He may wish to have the First American National Bank serve as additional co-trustee which he may do by executing an instrument in writing duly recorded in the Register's Office of Davidson County, Tennessee. All co-trustees or any successor trustee shall not be required to give bond.

4. TERMINATION. This trust and any and all trusts created hereunder shall terminate in all events, when each my three (3) living children now in being, die.

5. POWERS. a. I hereby give to my Trustee (or Trustees, as the case may be) referred to as singular or plural, to protect, collect, invest, lease, manage, sue for, and, in general, to take such action as the trustees may deem in and for the best interests of the trust herein created and the beneficiaries thereof; being fully authorized to cause any securities or other property, real or personal belonging to the said trust to be held or registered in their names or in the name of their nominee, or in such other form as they deem best.

b. To retain without liability for loss or depreciation resulting from such retention any property of any kind, real or personal, constituting a part of the trust estate, whether original property received by them from said estate or otherwise acquired by the trustee for such time as to them shall seem best, although such property may not be of the character prescribed by law for the investment of other trust funds and although it represents a large percentage of the total property of this trust estate; and to dispose of such original property by sale or exchange, or otherwise, as when they shall deem advisable and to receive and administer the proceeds as part of the trust estate herein created.

c. To invest and reinvest and keep said trust estate invested in any kind of property, real or personal, including by way of illustration but not of limitation, common and preferred stocks, voting trust certificates, bonds, notes, debentures, mortgages, share or interests in investment trusts, share or interests in

common trust fund, investments that yield a high rate of income or no income at all, land wasting investments without regard to the proportion any such investment or investments of a similar character may bear to the total trust estate or whether or not such investments are in new issued or in new or foreign enterprises, and without being limited to the classes of investments in which trustees are or may be authorized by statute or case or rule of Court to invest trust funds; intending hereby to authorize the trustees to act in such manner as they shall believe to be for the best interest of said trust estate; regarding it as a whole, even though particular investments otherwise might not be proper.

d. To sell and convey any and all of said trust property and any reinvestments thereof from time to time for such prices and upon such terms as they shall see fit, as well as to borrow money and to mortgage or pledge any property in the trust estate, and no purchaser or mortgagee shall be obliged to see to the application of the purchase or mortgage money.

e. To vote any corporation stock belonging to this trust estate either in person or by proxy, with or without power of substitution, and to execute proxies for one or more nominees, for any purpose whatsoever; to exchange stock or other securities of any corporation for stock or other securities of the same or any other corporation, to consent to the reorganization, consolidation, merger or dissolution of any corporation, or to the sale or lease of its property; to deposit any securities with or under the direction of any committee formed to protect said securities and to consent to or participate in any action taken or recommended by such

committee; to pay all assessments, subscriptions, and other sums of money which may seem expedient for the protection of the interest of this trust estate as the holder of any stocks, bonds or other securities; to exercise any opinion for the conversion of securities and to make the necessary payments thereon; and generally to exercise in respect to all the stocks, bonds or other investments held by the trustees, all such rights, powers and privileges as may be lawfully exercised by any person owning similar property in his own rights.

f. To settle, compromise, contest or abandon claims or demands in favor of or against the trust estate; to consent to the modification or release of any guaranty or any mortgage which they hold in the trust estate or in which they have a partial interest; to continue mortgages upon and after maturity with or without renewal or extension, upon such terms as may seem to the trustee advisable, irrespective of the value of the security at the time of such forebearance, renewal or extension; to foreclose, as an incident to collection of any bond or note, any mortgage securing such bond or note and purchase or acquire the mortgageed property by deed in lieu of a foreclosure; and to retain property acquired by or in lieu of foreclosure; and for such time as to them shall seem best and to dispose of the same by sale, exchange or otherwise upon such terms and conditions as to them shall seem best, and to make a reasonable apportionment of the proceeds between principal and income; to execute and file mortgage exemptions and other instruments necessary to secure the same advantages of exemptions as are available to persons, firms or corporations.

g. To manage real property belonging to this trust estate in such ways as to them shall seem best, including (by way of illustration, but not of limitation) authority to lease

for any periods of time, whether or not extending beyond the duration of this trust, upon such terms and conditions as they may determine, to abandon, to adjust boundaries, to alter or demolish buildings, in whole or in part, to erect buildings, to convert, to dedicate for street, alleys and other public uses, with or without compensation, to develop, to grant easements, to waive payment for property taken by right of eminent domain, equalize shares, to improve, to insure, to grant options with or without right of purchase, to partition, to enter into party-wall contracts, to promote sales, to protect out of the general funds of the trust, to repair, to subdivide, to insure the title to, to perfect title of and to vacate.

h. To make division or distribution in money or in kind or partly in money and partly in kind, including securities, real property, and undivided interests in real or personal property making the necessary equalizations in cash, at values to be determined by the trustees, whose judgment as to values shall be binding and conclusive upon all parties.

i. To employ and compensate, out of the principal or income of this trust estate as to them shall seem proper, agents, brokers, attorneys and assistants deemed by them to be necessary for the administration of the trust, without liability for any neglect, omission, misconduct, mistake, or default of any agent, broker, attorney or assistant selected or retained with reasonable care.

j. To apply for, receive by gift, purchase or acquire by any other manner, any policy of insurance on the life of the Grantor, Norman William Ginsberg, or the life of the beneficiary or any other person or persons, pay any premiums, maintain, exchange, cancel, pledge, sell, transfer or cancel any such

policies; make policy loans, exercise all rights, options or privileges thereunder, and collect all benefits under or by virtue of such insurance policies; provided that no income or principal from this trust may be used to pay any premiums on life insurance on the life of any Trustor.

k. The trustees shall render to the beneficiaries of the trust estate annual statements of account of the receipts and disbursements, as trustees hereunder, if so requested by such beneficiaries or the legal guardian thereof.

l. The trustees shall be paid fair and reasonable compensation for their services hereunder.

m. The said trustees are given authority to decide what is principal and what is income of said trust, at their sole discretion, and it shall so charge and apportion, and their decisions with respect to the apportionment shall be binding upon all persons interested in these trusts.

n. The trustees are authorized to sell, lease or otherwise deal with any beneficiary in his, her, or their individual capacity.

o. No trustees shall be in any manner liable for any act or omission of any other trustees hereunder, nor shall any trustee hereunder incur any responsibility or liability by reason of any error of judgment or of law, nor shall any trustee be liable for any mistake of judgment or shrinkage in the value of any property constituting the trust estate, or any portion thereof, or for losses incurred in the investment or management of the trust estate, nor for any matter or thing due or suffered or ommitted under this agreement, unless caused by the willful act or willful neglect of such trustee.

The trustees may act upon the opinion or advice of counsel, which counsel may be counsel for the trustee or a law firm of

which any trustee is a member, and shall not be responsible for any loss resulting to the trust estate from any action taken by the trustees in accordance with any such opinion or advice.

Any interpretation of the provisions hereof made by the trustees in good faith and any interpretation of the provisions hereof made by the trustees in accordance with the opinion or advice of counsel shall be binding upon the trust estate and all other persons whomsoever.

Upon the distribution of any part of the principal of the trust estate, the trustees shall have the right to furnish to each beneficiary who is entitled to receive any portion of the trust estate, upon such distribution, an accounting of the acts and doings of the trustees then acting hereunder, or the acts and doings of any predecessor in trust and to require each such beneficiary to deliver to the trustees a receipt for the portion of the trust estate then paid to such beneficiary and a release and discharge of the trustees from all liability for any act, investment, transaction or distribution of the trustees up to and including the date of such distribution, as a condition precedent to the payment by the said trustees to such beneficiary of the amount which such beneficiary is then entitled to receive. In the event that any such beneficiary refuses or neglects to furnish the trustees with such receipt, release and discharge, after being furnished with the accounting of the trustees as aforesaid, then the trustees shall have the right, prior to making such distribution, either

(1) To submit their account or accounts to a Court of proper jurisdiction, for the purpose of obtaining a decree absolving the trustees from all further liability hereunder after the making of such distribution; or,

(2) To retain, at the expense of the trust estate, a firm of Certified Public Accountants selected by the trustees, (preferably D. H. Hirsberg, C.P.A.) and to make such distribution in accordance with the audit of the accounts of the trustees, prepared by such firm of Certified Public Accountants, and if such audit shall disclose that the trustees have fully discharged their duties and obligations hereunder to the date of such distribution, then the trustees shall be fully protected and shall not be subject to any liability, at the instance of such beneficiary, on account of any act or thing done or omitted done by the trustees.

Neither the corpus nor the income of any trust in the hands of the trustees thereof 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, in any event whatsoever by process of law, or otherwise; and all persons dealing with the trustees, all and singular, of any trust established hereunder are hereby relieved from seeing to the reinvestment, disposition, or application by the trustees of the proceeds of any sale, mortgage, pledge, lease, or any other transaction; and the trustees and successor trustee, shall not be required to give bond as trustee, or to report or account to any Court, but shall keep on hand at the place of business of the trustee, or such other place designated by the trustees, convenient for and available to the inspection of the beneficiaries, or beneficiary, or the authorized representative of any beneficiary, 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 adult beneficiary, once a year, or more often if the trustee so elects.

My trustees, from time to time, in their sole discretion, may encroach upon the principal of the residuary trusts for the benefit of any child or children of mine as they may think desirable for their welfare, comfort and support, solely for their needs for education, payment for any illness or illnesses, or financial, adversity, so as to keep them in the standard of living to which they are now accustomed, provided that said encroachment or principal shall be limited to the sum of $5,000.00 per year per child in any one year because of illness or financial adversity. The educational expenses of my children may be paid from the corpus of this trust, and encroachment on the proceeds from said policies be used therefor, if necessary up to the sum of $5,000.00 per year per child in any one year.

My trustees shall have the power to purchase from my executor, administrator, personal representatives, or heirs, any property of whatsoever kind or nature, at such prices and hold for such length of time, as the trustees deem advisable in the exercise of their sole discretion, and to make loans to said persons at a proper rate of interest, as my trustees may deem advisable, and to make any and all loans of my executors, administrators, or personal representatives as may be in the sole discretion of my trustees advisable.

6. CONSTRUCTION. This instrument shall be construed and be governed by and under the laws of the State of Tennessee, regardless of the actual situs of any trust or corpus at any time.

7. ADDITIONAL PROPERTIES. Grantor shall have the right,

from time to time, to give additional properties to this trust, of any kind or nature.

During the term of the trusteeship, the Trustees 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, alterations, improvements, payment of insurance and taxes, and the like, and in the event of damage or loss by fire or any other hazard, the Trustees shall have the sole and absolute discretion as to the rebuilding of the property, in whole or in part, and they 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.

Said property shall be held by the said Trustees with full power and authority to sell, sub-divide, 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 they, in their judgment, may deem beneficial for said trust.

The Trustees shall have the sole right to determine what is net income.

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

During the existence of said trust, the Trustees and said substitute trustees shall have such powers hereinabove

described, in addition to those provide by law, and shall be excused from performing certain duties required by law as hereinbefore set forth.

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

And I do covenant with the said Dr. J. Kenneth Jacobs, 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 29TH day of December, 1976.

Norman W. Ginsberg

NORMAN W. GINSBERG

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Evelyn Lester, a Notary Public in and for said County and State, the within named Norman W. Ginsberg, 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 29TH day of December, 1976.

Evelyn Lester

Notary Public

EVELYN LESTER NOTARY PUBLIC DAVIDSON

My Commission Expires:

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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The actual value of the property being conveyed is $ 72,500.00 .

December 29 , 1976.

Norman W. Smith

Sworn to and subscribed before me this 29TH day of December, 1976.

Evelyn Lester

Notary Public

EVELYN LESTER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: 11-2-77

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TDF N°IF. REFERENCE

Dec 29 12 32 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

DEC29'76	CONV	72,500.00			
DEC29'76 S'TAX			B*	138.50	
DEC29'76 PR'FEE			B*	.50	
DEC29'76	W'DEED		B*	32.00	* 221.00

EXHIBIT "A"

A 2.39, more or less, acre tract of land lying in the 31st Councilmanic District of Davidson County, Tennessee, being a portion of the James Anderson Sharber property as of record in Book 1235, page 68, Register's Office of Davidson County, Tennessee, described according to a survey by James L. Murphy, Jr., Inc., dated December 12, 1973, as follows:

BEGINNING at a point lying on the southerly margin of Wallace Road, said point described as lying northeast a distance of 241.49 feet from the most easterly return point at the intersection of the southerly margin of Wallace Road and the easterly margin of Nolensville Road, as widened, said point being further described as lying 70.82 feet from the southwest corner of Longwood Terrace Apartments as of record in Book 4566, page 601, Register's Office of Davidson County, Tennessee; thence leaving the said southerly margin of Wallace Road and running with a line parallel to and 40 feet south of the most northerly line of the James Anderson Sharber property as of record in Book 1235, page 68, Register's Office of Davidson County, Tennessee, south 87 degrees 34 minutes east a distance of 533.16 feet to a point; thence leaving said line parallel to and 40 feet south of James Anderson Sharber property south 0 degrees 34 minutes 23 seconds east a distance of 181.67 feet to a point lying on the northerly line of the Moe Pear, Sidney Reichman, Abe Rothberg, and Willis Reynolds property as of record in Book 4152, page 594, Register's Office of Davidson County, Tennessee thence running with the said northerly line of Moe Pear, Sidney Reichman, Abe Rothberg, and Willis Reynolds property north 86 degrees 34 minutes west a distance of 519.07 feet to a point lying on the easterly margin of an access road; thence leaving the said northerly line of Moe Pear, Sidney Reichman, Abe Rothberg, and Willis Reynolds property and running with the said easterly margin of the access road around a curve, having a radius of 282.01 feet, to the right, a distance of 149.98 feet to a point; thence north 36 degrees 01 minutes 18 seconds west a distance of 8.08 feet to a point lying on the southerly margin of Wallace Road; thence leaving the said easterly margin of the access road and running with the southerly margin of Wallace Road north 53 degrees 58 minutes 42 seconds east a distance of 62.95 feet to the beginning of a curve; thence around a curve, having a radius of 1407.40 feet, to the right a distance of 64.64 feet to the point of beginning, containing 2.39, more or less, acres.

Being part of the property conveyed to Charles S. Pear, testamentary Trustee, Phyllis Reichman, Abe Rothberg, Willis Reynolds by deed from James Anderson Sharber and wife, Irene Sharber of record in Book 4777, page 151, Register's Office for Davidson County, Tennessee.

Together with a non-exclusive easement for ingress and egress over a 40-foot strip immediately north of the above tract as reserved in deed from Willis Reynolds et al, to William E. Martin, Trustee, of record in Book 4777,

page 154, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a concrete monument in the southeasterly margin of Wallace Road, said monument being located at the southwesterly corner of the Longwood Terrace Apartments property of record in Book 4566, page 601, Register's Office for Davidson County, Tennessee; thence with said Longwood Terrace Apartment property South 87°34'0" East 1086.04 feet, more or less, to a point; thence South 0°34'23" East 40 feet to a point, said point being the northeasterly corner of a tract labeled "G" on a survey by James L. Murphy, dated December 12, 1973, and revised December 26, 1973; thence with the northerly margin of Tracts "D" and "G" on said survey North 87°34' West 1141.97 feet to a point in the southeasterly margin of Wallace Road; thence with the margin of said Road, around a curve with a radius of 1407.40 feet in a northeasterly direction, a distance of 70.82 feet to the point of beginning.

Being the same property conveyed to Norman W. Ginsberg and E. B. Shepard Company, a partnership composed of J. Kenneth Jacobs, Marvin L. Jacobs and E. B. Shepard, by deed from Charles S. Pear, Testamentary Trustee, Phyllis Reichman, Abe Rothberg and Willis Reynolds of record in Book 4845, page 401, Register's Office for Davidson County, Tennessee.

And further, being the same property conveyed to Norman W. Ginsberg by deed from J. Kenneth Jacobs, Margin L. Jacobs and E. B. Shepard, the partners of a partnership, doing business as E. B. Shepard Company, of record in Book 5011, page 956, R.O.D.C., Tennessee.