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

06710

BOOK 5101 PAGE 652

1976

QUITCLAIM DEED

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Numbers
Mrs. Hattie Mai Weise & Mrs. Rosalind Weise, Trustees	Same	91-15 204
Name Apartment 401	Name	91-15 250
4215 Harding Road		91-15 241
Street Address	Street Address	
Nashville, Tennessee 37205		91-15 206
City State	City State	

FOR AND IN CONSIDERATION of the love and affection we bear towards our wives, children and granchildren, we, NATHAN D. WEISE and SOL B. WEISE, tenants in common, each owning an equal 50% ownership in the property described in attached Exhibit "A", have quitclaimed and/ conveyed and by the presents do hereby transfer and convey unto our wives, namely HATTIE MAI WEISE and ROSALIND WEISE, as Trustees, for the purposes contained herein, the following interests in the following tracts and parcels of land in Davidson County, Tennessee, described in attached Exhibit "A". During their respective lifetimes, they shall serve as Trustees and their mutual consent shall be necessary with respect to the operation, sale, mortgage, lease or transfer of said property. Upon the death of Hattie Mai Weise, her respective children, Samuel M. Weise and Mariam B. Weise Mamlin, and upon the death of Rosalind Weise, her child Peggy Lou Weise Spiegel, shall serve as successor Co-Trustees as the case may be, and shall continue to administer this property in trust until the death of the said three children of Nathan D. Weise and Sol B. Weise. With respect to the property described in Exhibit "A", the grantor Nathan D. Weise hereby gives to said Trustees his interest to the extent stated and which shall be vested as follows:

1. With respect to a sixty percent (60%) undivided interest of the fifty percent share of Nathan D. Weise, the

Trustees shall divide and pay the net income from said real property from time to time, but at least annually, to the said Hattie Mai Weise during her lifetime. Upon her death, the share of the deceased in the net income shall be paid to her surviving children, until the death of the surviving children of the parties, or until such time as all of said Trustees shall agree to terminate said trust by an instrument in writing. During the lifetime of said children, they shall be entitled to the net income from said property, per stirpes and not per capita.

Upon the death of all said Trustees, or upon mutual consent, the trust shall terminate and the remainder interest not otherwise given, shall be divided equally amongst the grandchildren of the grantor, per stirpes and not per capita.

B. With respect to twenty/five percent (25%) of the interest of Nathan D. Weise, same shall be vested in the following persons in equal shares with full right to receive the income thereof: Samuel Mervin Weise, Cynthia Nancy Weise, Joel Matthew Weise, William Scott Weise, Bradley Allan Weise, Miriam Belle Weise Mamlin, Jean Lynn Mamlin and Bonnie Sue Mamlin Kupper.

C. Nathan D. Weise hereby retains fifteen percent (15%) interest of his fifty percent (50%) interest.

2. With respect to a sixty percent (60%) undivided interest of the fifty percent (50%) share of Sol B. Weise, the Trustees shall divide and pay the net income from said real property from time to time, but at least annually, to the said Rosalind Weise during her lifetime. Upon her death, the share of the deceased in the net income shall be paid to her surviving children, until the death of the surviving children of the parties, or until such time as all of said Trustees shall agree to terminate said trust by an instrument in writing. During the lifetime

of said children, they shall be entitled to the net income from said property, per stirpes and not per capita.

Upon the death of all said Trustees, or upon mutual consent, the trust shall terminate and the remainder interest not otherwise given shall be divided equally amongst the grandchildren of the grantor, per stirpes and not per capita.

B. With respect to twenty-five percent (25%) of the interest of Sol B. Weise, same shall be vested in the following persons in equal shares with full right to receive the income thereof: Peggy Lou Weise Spiegel, Mark Spiegel and Mrs. Judy Spiegel Landers.

C. Sol B. Weise hereby retains fifteen percent (15) interest in his fifty percent (50%) interest.

The income shall be paid at least annually to the beneficiaries of the trust, and their interests in the corpus are vested.

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,

Neither the named Trustees nor any successor in trust shall be required to give bond or account or report to any Court and the Trustees may exercise any and all power herein granted, authorized or vested in the Trustees, 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 "Trustees" is used herein, it shall apply to the named Trustee and any and all successors in trust, unless the context requires otherwise.

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

The Trustees shall be, and are 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 Trustees are 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 successor in trust, are hereby completely relieved from any duty or obligation to see to the reinvestment of the proceeds from 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 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.

On termination of the trust, the corpus and any undistributed income or accumulated funds shall be distributed to those beneficiaries so named. In the event of the death of any one or more of the grandchildren 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 Trustees 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 Trustees 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 Trustees so elect.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Hattie Mai Weise and Rosalind Weise, Trustees, their successors and assigns, forever, subject to the provisions hereinabove set out.

And we do covenant with the said Hattie Mai Weise and Rosalind Weise, Trustees, that we are lawfully seized and possessed

out.

And we do covenant with the said Rosalind Weise and Hattie Mai Weise, Trustees that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.

Hattie Mai Weise and Rosalind Weise join in this deed for purposes of their consent and conveying any marital rights, dower interest or homestead that they may have, and for the purposes of joining in this gift. This property is quit-claimed to the grantees.

IN TESTIMONY WHEREOF, we have hereunto set out hands this 23rd day of December, 1976.

Nathan D. Weise
NATHAN D. WEISE

Sol B Weise
SOL B. WEISE

Hattie Mai Weise
HATTIE MAI WEISE

Rosalind Weise
ROSALIND WEISE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Hanis A. Gilbert, a Notary Public in and for said County and State, the within named Nathan D. Weise, Sol B. Weise, Hattie Mai Weise and Rosalind Weise, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville,

Tennessee, this 23rd day of December, 1976.

Notary Public

My Commission Expires:

This is improved and unimproved property known as 329 50th Avenue, North; 4900 Charlotte Avenue; 4920-22-24 Charlotte Avenue and 5001 Charlotte Avenue, Nashville, Tennessee.

HARRIS A. GILBERT NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

This property is conveyed for no monetary consideration, and solely as a gift.

December 23rd, 1976.

Sworn to and subscribed before me this 23rd day of December, 1976.

Notary Public

My Commission expires:

4/14/78

HARRIS A. GILBERT NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

EXHIBIT "A" BOOK 5101 PAGE 659

Tract 1. Lot in Davidson County, Tennessee, and being part of a block of ground marked "Bishop Hargrove's Place" on the plan of the Charlotte Park Company's First Addition to Nashville as of record in Book 57 Page 103 Register's Office of Davidson County, Tennessee, and described as follows:

Beginning at the intersection of 50th Avenue and Charlotte Avenue on the west side of 50th Avenue; thence with the west margin of 50th Avenue in a southerly direction 60 feet to a point in the west margin of said 50th Avenue; thence in a westerly direction and parallel with Charlotte Avenue 150 feet more or less to an alley thence with said alley in a northerly direction 60 feet to a point in the south boundary of Charlotte Avenue. Thence with Charlotte Avenue 150 feet more or less to the beginning and being same property conveyed to Blocker by Deed of record in R.O.D.C., Tennessee, in Book 589 page 392 to which reference is here made. Being the same property conveyed to Mrs. E. Weise by Deed from A. L. Blocker, et ux, in Book 619 page 263, R.O.D.C. Tennessee, the said Mrs. E. Weise having been since deceased with Sol B. Weise and Nathan Weise, her sons, as her sole living heirs.

Tract 2: Part of Block of ground marked "Bishop Hargove's Place", on the plan of the Charlotte Park Company's First Addition to Nashville, as of record in Plan Book 57, Page 103, R.O.D.C., Tennessee described as follows:

Beginning at the southwest corner of Charlotte Avenue and 50th Avenue North, formerly 9th Street; thence with the westerly margin of 50th Avenue North, southwardly 250 feet; thence westwardly and parallel with the southerly margin of Charlotte Avenue, 150 feet, more or less, to the easterly margin of an alley; thence with said alley northwardly 250

feet to the southerly margin of Charlotte Avenue; thence with the same eastwardly 150 feet, more or less, to the beginning. Being tract No. 21 of the same property conveyed to Nathan D. Weise, et al., by instrument of record in Book 1303, page 392, R.O.D.C., Tennessee.

Tract 3. Being Lots No. 801-821 and 823 of Block No. 113, Plan No. 1, West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for Davidson County, Tennessee.

Said Lot No. 801 fronts 35 feet on the northerly side of Charlotte Avenue, and runs back between parallel lines with the westerly margin of 49th Avenue, North, formerly 8th Street, 150 feet to an alley.

Said Lots Nos. 821 and 823 front together 60 feet on the northerly side of Charlotte Avenue and run back between parallel lines, with the easterly margin of 50th Avenue North, formerly 9th Street, 150 feet to an alley. Being tract No. 24 of the same property conveyed to Nathan D. Weise, et al., by instrument of record in Book 1303, page 392, R.O.D.C., Tennessee.

Tract 4. Being part of a block of land marked "Bishop Hargrove Place" on the plan of Charlotte Park Company's First Addition to Nashville, as of record in Book 57, page 103, Register's Office for said County, described as follows:

Beginning at the northwest corner of 50th Avenue North, formerly 9th Street, and Park Avenue, formerly First Avenue, being the southeast corner of said block; thence with the westerly margin of 50th Avenue North, northerly 75 feet; thence westerly parallel with Park Avenue, 160 feet to the easterly margin of a 10-foot alley; thence with said alley, southerly 75 feet to the northerly margin of Park Avenue, thence with the northerly margin of said Avenue, easterly 160 feet to the

beginning.

Being the same property conveyed to Nathan D. Weise, et al., in Book 3806, Page 296, Register's Office of Davidson County, Tennessee.

D83275

IDENTIF. REFERENCE

DEC 30 10 10 AM '76

REGISTER
DAVIDSON COUNTY, TENN.