This instrument was prepared by
Waller Lansden Dortch & Davis
Nashville, Tennessee

BOOK 5222 PAGE 417

Address New Owner As Follows:	Send Tax Bills to:	Map-Parcel Numbers
William T. Allen, III 409 Leake Avenue Nashville, Tennessee 37205	Same	Map 116-13-C Apt. 85

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, I, William Waller, Jr., as Trustee, (the "Grantor") do hereby quitclaim unto William T. Allen, III, (the "Grantee"), his heirs and assigns, all of my right, title and interest in and to a certain condominium apartment in Davidson County, State of Tennessee, described as follows:

> Apartment No. 85 in Belle Meade Tower, a horizontal property regime located at 105 Leake Avenue in Nashville, Davidson County, Tennessee, as shown on the plat of Belle Meade Tower, recorded in Book 4175, page 159, of the Register's Office of Davidson County, Tennessee, and described in a Master Deed, recorded in Book 4469, page 530, as amended by a deed of correction relating to the Master Deed of record in Book 4494, page 489, and further amended by instrument of record in Book 4631, page 407, and Book 4631, page 410, of the Register's Office of Davidson County, Tennessee, to which reference is here made. Parking space No. 66 in the garage attached to the building of Belle Meade Tower is a limited common element for the exclusive use of the co-owners of said apartment.
>
> BEING the same property conveyed to Cecil Rogan Allen, by deed from John Bachman Hardcastle and Kendrick Crossman Hardcastle, III, of record in Book 4807, page 395, Register's Office for Davidson County, Tennessee, and conveyed by Cecil Rogan Allen to Grantor by an unrecorded Trust Agreement, dated June 7, 1977, attached hereto as Annex A.

This is improved property known as Apt. No. 85, 105 Leake Avenue, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenants, estate title and interest thereto belonging to the Grantee, his heirs and assigns, forever.

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WITNESS my hand this 14th day of November, 1977.

STATE OF TENNESSEE) MISC B* 12.00 * 12.00

COUNTY OF DAVIDSON)

Before me, Sylvia E. Burks, a Notary Public of the State and County aforesaid, personally appeared William Waller, Jr., with whom I am personally acquainted, and acknowledged that he is the same person whose name is signed to the foregoing instrument and acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of November, 1977.

Sylvia E. Burks
NOTARY PUBLIC

My Commission Expires: 9-6-81

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ -0-
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 15th DAY OF November 1977
E Barnes
Deputy Register

NOV 15 1 30 PM '77

IDENTIF. REFERENCE

E 36802

ANNEX A

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TRUST AGREEMENT

TRUST AGREEMENT made ~~May~~ June 7, 1977, between MRS. CECIL ROGAN ALLEN, residing in Nashville, Tennessee, (the "Grantor"), and William Waller, Jr., residing in Nashville, Tennessee, (the "Trustee").

1. Trust property. The Grantor does hereby convey and transfer to the Trustee the property described in the schedule annexed hereto, (the "trust estate"), to have and to hold the same in trust for the uses and purposes and upon the terms and conditions herein set forth.

2. Dispositive provisions. The Trustee shall hold the trust estate during the lifetime of the Grantor. Upon the death of the Grantor, the Trustee shall promptly transfer and distribute the trust estate to William Trousdale Allen, III, son of the Grantor, or, if Mr. Allen is deceased, to his children, Charles Rogan Allen and Margaret Ellard Allen, as tenants in common.

3. Trustee's powers during Grantor's lifetime. In the administration of the trust estate, the Trustee shall have no powers during the lifetime of the Grantor, except to hold legal title in the Trust Estate.

4. Trustee's powers after Grantor's death. In the administration of the trust estate, the Trustee shall have no powers after the death of the Grantor except to transfer legal title as set forth in item 2 of this instrument.

5. Accounting by and liability of Trustee. Trustee shall at no time be required to account to anyone, nor shall he be subject to any liability caused by the performance of his duties hereunder.

6. Compensation of trustee. The Trustee shall be entitled to receive no compensation for his services hereunder.

7. Resignation and removal of trustee. (a) The Trustee may at any time be removed from his office as trustee hereunder by delivery to him of a written instrument signed and acknowledged by the Grantor.

(b) The Trustee may at any time resign his office as trustee hereunder by delivering written notice of resignation to the Grantor.

(c) If at any time the Trustee shall be removed or shall resign or shall for any reason cease or become unable to act as trustee hereunder, the Grantor may, by a written instrument signed and acknowledged by her, delivered to the appointee, appoint as successor Trustee hereunder any individual or any corporation having corporate power and authority to administer the trust hereunder.

(d) Any successor Trustee shall have, from and after its appointment or succession to office hereunder, all the title, interests, rights, powers, and obligations which are by the provisions of this instrument granted to and vested in the Trustee named herein.

8. Tax provision. The trust estate shall not be charged with the payment of any federal estate taxes, or any inheritance taxes, upon the Grantor's death except to the extent that the other assets in the Grantor's estate shall be insufficient to discharge such taxes. The Trustee may rely conclusively upon written advice from the executor or executors of the Grantor's estate, or upon any other evidence, as to the existence of such insufficiency and the amount thereof. If the Trustee shall be required to pay any such taxes, they shall be charged against the corpus of the trust estate.

9. Situs. The Grantor declares that this instrument and the trust created hereby shall be construed under and regulated by the laws of the State of Tennessee.

10. Amendment and revocation. The Grantor reserves the right at any time or from time to time, without the consent of any person and without notice to any person other than the Trustee, to revoke or modify the trust hereby created in whole or in part, to change the beneficiaries hereof, or to withdraw the whole or any part of the trust estate, provided, however, that the obligations of the Trustee hereunder may not be increased without his written consent.

In witness whereof this instrument has been executed by the Grantor and Trustee.

Mrs. Cecil Rogan Allen

William Waller, Jr.

Attest:

Courtney Waller

SCHEDULE A

to

TRUST AGREEMENT

dated June 7, 1977

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