6346 PLAIN TEXT - CHECK

TRUST AGREEMENT

BOOK 5838 PAGE 927

This agreement entered into this 9th day of October 1981 by and between Sue Davidson, hereinafter referred to as Grantor, and Nancy Wyatt Linville of Chattanooga, TN, hereinafter referred to as Trustee. Witnesseth:

1. Grantor has transferred, set over, assigned and conveyed to Trustee, the property described in Schedule A hereto attached and made a part hereof.

2. Trustee may accept any other property, real or personal, conveyed, assigned, transferred or set over to it by Grantor or any other person to constitute a part of the trust fund hereby created and to be held, invested, managed and disbursed by the Trustee in accordance with the provisions hereof.

3. Trustee acknowledges receipt of said property and will hold the same in trust for the following uses and benefits:

(a) Distribution of Income. Trustee shall pay to Grantor for and during her lifetime, all of the income of this trust and such portion of the principal as it may from time to time deem appropriate for her support, comfort, and maintenance, and should Trustee deem it appropriate to do so, it may make such payments direct to Grantor or directly to those presenting to it any bills or statements for expenses that Trustee in good faith believes to be owed by Grantor, or properly chargeable against her and such payment shall be the equivalent of payments to Grantor.

(b) Upon Grantor's death, Trustee shall pay all remaining assets to her executors or administators.

This instrument prepared by:
Wm Bracken Ingram, Atty
430 Third Ave N
Nashville TN 37201

4. This agreement shall be irrevocable.

5. Trustee hereunder shall have the following rights, duties, powers, privileges, immunities and exemptions:

(a) The Power to Sell. The power to sell and convey all or a part or parts of the trust estate free and clear of all trusts and limitations, without liability on the part of the purchaser or purchasers to see to the application of the trust money or trust property, at public or private sale, on terms or for cash, and without advertisement or order or authority from any court or person whomsoever.

(b) Investment Power. The power to retain, sell, invest in any stocks, bonds, securities or other property, real or personal. Trustee is specifically authorized to retain any stock which Grantor may deliver to it, and Trustee shall be under no obligation to diversify the investments of the trust.

(c) Right to Borrow Money. The power to borrow money for any purpose that to Trustee may seem proper, and to secure the payment thereof if Trustee deems it proper, by the whole or any part of the trust estate, and a lender of money shall be under no obligation whatsoever to see to the purpose for which the money is borrowed, or the use of the proceeds of any such loan.

(d) General Authority. The power to do all things which may be necessary or proper to protect and preserve the trust estate or any part thereof.

(e) Statements. Trustee shall keep full books of account showing the condition of the trust estate held hereunder, which shall be open at all times for the inspection by the Grantor.

(f) Relief from Bond. Trustee hereunder shall be liable only for the use of ordinary care in execution of the trust and is relieved from giving bond or making any inventory, return or report to any court or person whomsoever, exceptsuch as are specifically herein provided.

7. As compensation for her services, Trustee shall receive the following fees:

(a) Compensation for mileage to and expenses to and from Nashville, TN and Chattanooga, TN.

(b) Such other compensation as is allowed by law.

In witness whereof, we have hereunto set our hand, on the day and year first above written.

Sue Davidson
Sue Davidson

Nancy Wyatt Linville
Nancy Wyatt Linville

Sworn and subscribed before me, this 9 11 day of October, 1981.

Shaaron Arno Cummings
Shaaron Arno Cummings

My commission expires: July 21, 1985

NOTARY PUBLIC

G74575

IDENTIF. REFERENCE

JAN 8 8 58 AM '82

FEE $ REGISTER
DAVIDSON COUNTY, TENN.

RUSH

SCHEDULE "A"

1. Land in Davidson County, Tennessee, being improved real estate commonly known as 829 Belton Drive, Nashville, Tennessee 37205, described as follows:

   Land in the 8th Civil District of Davidson County, Tennessee, being Lot No. 352 on the Plan of Brook Meade, Section IX, as of record in Book 2331, pages 34 and 35, Register's office for said county.

   Said Lot No. 352 fronts 116 feet on the southerly margin of Belton Drive and extends back 377.3 feet on the easterly line and 378.6 feet on the westerly line to a dead line measuring 116 feet thereon.

   Being the same property conveyed to Sara B. Davidson by deed from T. Fred Davidson as of record in Book 4747, page 498, Register's office for Davidson County, Tennessee

   Map 115-3, parcel 49.

2. Six hundred (600) shares of Virginia Electric and Power Company stock.*

3. Five hundred (500) shares of Middle South Utilities Company stock.*

4. Seventeen (17) units of National Corporate Trust Number 2.*

5. Six (6) units of Corporate Income Fund Number 17.*

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*Brokered through A. G. Edwards and Sons, Nashville, Tennessee.