Form No. WD-6

This Form furnished by Attorneys Title Company, Inc.

FROM Madge Lee Quaintance Kent
Edna Mae Quaintance Kent

TO Ronald K. Nevin

AND

FROM Ronald K. Nevin BOOK 6736 PAGE 515

TO Tina Sue Higginbotham

QUITCLAIM DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tina Sue Higginbotham (NAME)	Tina Sue Higginbotham (NAME)	133-1
515 Elgin Street (STREET ADDRESS OR ROUTE NUMBER)	Box 83 (STREET ADDRESS)	251
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	Lavergne, TN 37086 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Ronald K. Nevin
Attorney at Law
2108 Parkway Towers
Nashville, TN 37219
Phone:615-244-7706

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ -0- Tina Higginbotham
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF December 1985.

J. Chandler, Dep Reg
Notary Public

MY ~~COMMISSION EXPIRES~~: _____

~~(AFFIX SEAL)~~

FOR AND IN CONSIDERATION of love and affection (and no monetary consideration) and for the express purpose of making a re-conveyance to create a fee simple absolute

We, Madge Lee Quaintance Kent, Edna Mae Quaintance Kent and spouses, Andy Kent and M. C. Kent

by these presents do hereby quitclaim and convey unto Ronald K. Nevin, Trustee, his successors and assigns, the following described tract or parcel of land, to wit:

Being Lot. No. 166 on the Map of Sunrise Hights Second Plan, as of record in Book 421, page 46, Register's Office for said County.

Said Lot No. 166 fronts 50 feet on the south side of Elgin Street and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to George E. Quaintance and wife, Grace O. Quaintance by deed from B. L. Duncan and wife, Ruby L. Duncan of record in Book 5347 page 641. Ruby L. Duncan predeceased Goerge E. Quaintance who died November 12, 1985, Madge Lee Quaintance Kent and Edna Mae Quaintance Kent, his sisters, are the only surviving heirs.

6410

IDENTIFICATION REFERENCE

Dec 16 9 55 AM '85

This is ( ) unimproved (X) improved property, known as 515 Elgin Street, (House Number) (Street) Nashville, TN 37211 P. O. Address: (City or Town) (Postal Zone)

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

BOOK 673E PAGE 517

And now, I, the said Ronald K. Nevin **, Trustee, for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby quitclaim and convey unto** Tina Sue Higginbotham

her **heirs and assigns, the same property hereinabove described and set forth, to which reference is here made, and said property is conveyed subject to the same limitations, restrictions and encumbrances as may affect the premises, as above set forth.**

IN WITNESS WHEREOF we have hereunto set our hands on this the 29 **day of** Nov, **19** 85.

Madge Lee Quaintance Kent

Edna Mae Quaintance Kent

Andy Thomas Kent

M. C. Kent Sr.

Ronald K Nevin
Trustee.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, Madge Lee Quaintance Kent, Edna Mae Quaintance Kent, Andy Kent and M. C. Kent the bargainor __, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Mt. Juliet, Tennessee, this 4th day of December. 1985.

Fred R. Brown
Notary Public

My commission expires 8-14-88

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ronald K. Nevin, Trustee, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he, as Trustee, executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 29th day of November, 1985.

Rita E. Perry
Notary Public

My commission expires: 5/13/89

PREPARED BY:

DONALD ARKOVITZ
ATTORNEY AT LAW
332 WHITE BRIDGE ROAD
NASHVILLE, TENN. 37209

BOOK 6736 PAGE 513

TRUST AGREEMENT

This TRUST AGREEMENT entered into this the 13th day of DECEMBER, 1985, between Cora D. Daugherty of Davidson County, Tennessee (hereinafter called the Grantor) and Rita Hurst of Davidson County, Tennessee (hereinafter called the Trustee).

1) Granting Clause. For good and valuable consideration, the Grantor hereby assign, conveys and delivers to the Trustee the following described property, the receipt of said property is acknowledged by the Trustee:

(a) Third National Bank - Money Market Certificates -
#32172 - $10,000.00
42948 - 10,000.00
18752 - 10,000.00

(B) First American National Bank - Money Market Certificate -
#1107529 - $10,800.00

(C) Real Property -
5611 Morrow Road
3737 Elkins Road
5410 Tennessee Avenue
5412 Tennessee Avenue
6114 New York Avenue
6112 Pennsylvania Avenue
6007 New York Avenue
Dickson County, 12th Civil District

2) Additions to Trust. The Grantor shall have the right at any time, to add to this trust other property acceptable to the Trustee, and upon its acceptance by the Trustee, shall become a part of this trust estate.

3) Distribution During Lifetime of Grantor, During the lifetime of the Grantor, the Trustee shall apply and distribute the trust estate as follows:

(A) A proportionate share of the income received from the principal of this trust estate shall be retained on a monthly basis in order to pay the expenses of the trust estate.

(B) The balance of said income shall be paid to the Grantor on a monthly basis.

(C) If such income shall be insufficient to provide for the proper care, maintenance and support of the Grantor, upon agree-

ment between the Grantor and the Trustee, the Trustee may encroach upon the principal such amount as may be deemed necessary or advisable for the proper care, maintenance and support of the Grantor.

4) Powers of Trustee. The Trustee is hereby authorized and granted the continuing, absolute, discretionary power to deal with all property, real and personal, at any time forming part of my estate, and to exercise any and all powers set forth in T.C.A. 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference as fully as if copied herein verbatim, subject only to any restrictions or provisions in this Trust Agreement. These powers as set out in said statute on the date of the execution of this Trust Agreement are granted, notwithstanding that said statute may later be amended hereafter or repealed.

5) Compensation of Trustee. Trustee shall be entitled to be reimbursed for expenses incurred in the administration of this estate.

6) Declaration of Irrevocability. This Indenture and the trusts hereby created are irrevocable, and the Grantor shall execute such further instruments as shall be necessary to vest the Trustee with full title to the property hereby transferred.

7) Spendthrift Provision. To the extent allowed by law, the interest of any beneficiary in the corpus or income of this trust shall not be subject to assignment, alienation, pledge, attachment, or claims of creditors, and may not otherwise be voluntarily or involuntarily alienated or encumbered by the beneficiary.

8) Accounting By the Trustee. The Trustee shall render an accounting of transactions on a monthly basis. Grantor shall review and inspect the accounting on a monthly basis and shall approve said accounting in writing. Said approval shall be final, binding and conclusive upon the Grantor.

9) Law Governing This Trust Agreement. This Trust Agreement shall be governed by the Laws of the State of Tennessee.

10) Acceptance By Trustee. The execution of this Trust Agreement by the Trustee evidences her acceptance of the trust hereby created.

11) Persons Bound. This Trust Agreement shall be binding upon the executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor and Trustee have executed this instrument for the purposes contained herein and is signed freely and voluntarily and without collusion on the part of any party.

6 1 4 1 1
IDENTIFICATION REFERENCE
DEC 16 10 05 AM '85

Cora D. Daugherty
Cora D. Daugherty

Rita Hurst
Rita Hurst

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

We, Cora D. Daugherty and Rita Hurst, after being duly sworn, do hereby make oath that the facts and statements contained in the foregoing Trust Agreement are true and correct to the best of our information, knowledge and belief.

Cora D. Daugherty
Cora D. Daugherty

Rita Hurst
Rita Hurst

Sworn to and subscribed before me this the 13th day of December, 1985.

Notary Public

9/9/89
My Commission Expires