Box 5

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Will

OF

WYNETKA HOLT

I, Wynetka Holt, whose full name is Wynetka Clifford Ingle Holt, a resident of Davidson County, Tennessee, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all Wills heretofore made by me.

ARTICLE I

I bequeath the following items of tangible personalty to the persons named:

1. China in china closet to Beulah Hardge;
2. Silver, punch bowl, rocker and tools to Brenda and Harry Ingle;
3. Love seat and matching chair (antique) to William Curtis Green;
4. Bed and chest of drawers in Thomas Holt's bedroom to Lawrence Poole;
5. Dining room furniture, one television set, washer, dryer, one freezer to Phyllis Holt;
6. Sewing machine and two red rockers to Wanda LaDoska Holt;
7. Thomas Holt's tiller to Joe Hathaway, Senior;
8. Hand gun to Haywood Ridley;
9. Shotgun to William T. Kidd

Should any of the items listed above no longer be in my home, that bequest shall lapse. Should any of the above named persons be deceased, that bequest shall lapse and the item/s shall become a part of my residuary estate.

ARTICLE II

I leave to my Executor, hereinafter named, the choice

of the source of funds to pay all my legal obligations, the expenses of my last illness, expenses of my funeral and any and all taxes arising by reason of my death.

ARTICLE III

All the rest, residue and remainder of my property, real, personal or mixed and wheresoever situate, except as hereafter set out as to the house, I devise and bequeath to William Thomas Kidd, more usually know as "Willie", my foster son. My husband, Thomas Holt, deceased, and I would have adopted William, however, after discussions with the Department of Human Services, we did not feel that we could take proper care of him due to our ages and illnesses. He is like a son to me, as if he were my own flesh and blood.

However, should William T. Kidd be under the age of twenty-one (21) at the time of my death, all the rest, residue and remainder of my property, real, personal or mixed and wheresoever situate, shall be in trust to Harry T. Ingle and Brenda Ingle, or to the survivor thereof, as Trustees, for the following uses, purposes and person:

Said Trustees shall take possession of, hold, manage and control said property, being expressly given full authority and power to sell, convey, trade, re-invest, lease, and/or deed the trust property when, in the opinion of the Trustees

it is to the manifest interest of the beneficiary, and the Trustees shall collect all rents, income, issues and profits thereof, shall pay all costs, taxes and expenses of the Trust, and until the termination of such Trust as hereinafter provided, the Trustee shall expend and apply all, or such portions as they may deem necessary, of the net income of such Trust and such of the principal thereof as may be appropriated or utilized under the encroachment provision hereinafter in the Article set out, for the education, support, care, maintenance and welfare of Willie. Income may be paid directly to Willie, to the guardians or to those who furnish goods and services.

Any net income not so used and applied shall be added to the principal of such Trust. In the event the net income of such Trust shall be insufficient to provide for the education, support, care, maintenance and welfare of Willie, said Trustee, may from time to time, encroach upon the principal of such Trust in such amount as the Trustee may, in their sole discretion, deem necessary or advisable for such purposes. Such encroachment on principal need not be made good from later income, but shall be and remain a general deduction from the Trust.

Neither the principal nor the income from the Trust Estate herein created shall be liable for the debts of the beneficiary, nor shall the same be subject to seizure by any creditor of the beneficiary hereunder under any writ or pro-

ceeding at law or in equity, and the beneficiary hereunder shall not have the power to sell, assign, transfer, encumber, or in any other manner to dispose of his interest in this Trust Estate or the income produced thereby.

Such Trust shall continue until Willie shall have attained the age of twenty-one (21) or shall have died without attaining such age, and shall then terminate.

Upon termination, said Trustees, after first making all proper deductions including Trustee fees, shall transfer, convey, deliver and pay over from the Trust property, if any, then constituting such Trust funds to Willie as outlined hereinabove, except that should Willie be deceased leaving surviving descendants, such descendants shall take his share.

All powers outlined hereinabove are, moreover, not intended to limit but to expand and enlarge upon the powers granted to Trustees in the Tennessee Code Annotated 35-618 as now operative or as hereafter amended and this Will shall be construed to include all such powers contained in said Code incorporated by reference, as fully as if set out herein verbatim.

Further, the Trustee shall not be required to account to any Court for the handling of the funds.

ARTICLE IV

As to the house, upon termination of the Trust, Willie

shall be vested with a life estate and shall have all rights to use, occupy and do any and all things with the property that he could if he were vested with a fee simple estate except he shall not have the right to transfer, mortgage, or otherwise uncumber the property. During his lifetime he shall be responsible for repairs, maintenance and upkeep as well as all taxes on the property, except as hereafter provided.

Phyllis Holt shall, however, anything hereinabove to the contrary notwithstanding, also have the right to occupy the premises in which to make her home, for so long as she lives and is not married, provided she maintains a favorable relationship with Willie. Should she marry, be deceased, or an unfavorable relationship develop between Phyllis and Willie, she shall move from the house. Such unfavorable relationship shall be determined by William Curtis Green.

If Phyllis Holt does occupy the premises, then in that event for the time she does so, Willie will not be responsible for upkeep, maintenance, taxes, etc., but instead Phyllis Holt shall be solely responsible therefor, as well as for all utilities, including the cost of maintaining a telephone. The telephone is to remain in the house if she moves.

If Phyllis Holt decides to move, she shall notify Willie in writing to inform him of her plans to vacate the premises.

At the death of Willie Kidd, all his interest in the

property shall cease and Phyllis Holt shall be fully vested with all the right, title and interest in fee simple. Should Phyllis Holt be deceased, the property shall go to the heirs of her body.

ARTICLE V

Should William T. Kidd be under the age of twenty-one (21) at the time of my death, I nominate and appoint Harry T. Ingle and Brenda B. Ingle or the survivor thereof as guardians of William T. Kidd. The said William T. Kidd shall be in the exclusive care and custody of the guardians and he shall be reared by them as if he were their own.

ARTICLE VI

I nominate and appoint William Curtis Green as the Executor of my Will and no bond shall be required of him.

If the trust comes into being, during the administration of my estate, the Executor shall have the power to sell and

the Trustees to buy any assets of the Estate.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of April, 1984.

Wynetka Holt
WYNETKA HOLT, TESTATRIX

The above instrument consisting of seven (7) typewritten pages, this included, was signed, published, and declared by the said Wynetka Holt, to be her Last Will and Testament in the presence of us who, at her request, and in her sight and presence and in the sight and presence of each other have subscribed our names as witnesses thereto.

94966

IDENTIFT REFERENCE

JAN 9 10 37 AM '90

DAVIDSON COUNTY, TN

Margaret G. Fuby
916 Ward St
Nashville Tenn.
37207

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STATE OF TENNESSEE, DAVIDSON COUNTY

I, BILL COVINGTON, Clerk of the Probate Court of said County, State aforesaid, do certify that the foregoing is a full, true and complete copy, of the original on file in my office. Will Book 148 Page 52
Given under my hand and official seal, at office, in Nashville, this 4 of Jan, 1990.

BILL COVINGTON
Clerk of Probate Court
By
Deputy Clerk