IDENTIF. REFERENCE
MAY 26 2:28 PM '92
13268

THIS INSTRUMENT PREPARED BY:

Patricia G. Campbell, Esq.
Attorney at Law
115 Second Avenue, North
Suite 200
Nashville, Tennessee 37201
(615) 254-9100

Mail

NEW OWNER:	SEND TAX BILL TO:	MAP & PARCEL
Ewing Mack Donahoue, Trustee of the Ruby P. Spruill Revocable Trust Unit #39 401 Bowling Avenue Nashville, Tennessee 37205	Ewing Mack Donahoue, Trustee 134 Wareham's Point Williamsburg, Virginia 23185	Map 104-13A Parcel 39

0120 05/26 0101 03CHECK 27.00

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, I, Ruby P. Spruill, by these presents, do hereby quitclaim and convey unto Ewing Mack Donahoue as Trustee of the Ruby P. Spruill Revocable Trust under Trust Agreement dated March 24, 1992, (a copy of which is attached hereto as Exhibit "A"), his successors and assigns, all my right, title and interest in and to the following certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

LAND in Davidson County, Tennessee, being building site No. 39 on the plan of Richmeade Place, Section 2, as of record in Book 4955, Page 4, Register's Office for said County to which plan reference is hereby made for a more particular description.

BEING the same property conveyed to Malcolm F. Bonds and Ruby P. Spruill as tenants in common with right of survivorship by deed of record in Book 6525, Page 220, Register's Office for Davidson County, Tennessee, the said Malcolm F. Bonds having subsequently conveyed his one-half undivided interest as tenant in common to Ruby P. Spruill by warranty deed of record in Book 6810, Page 338, Register's Office for Davidson County, Tennessee.

This is improved property known as 401 Bowling Avenue, Nashville, Tennessee 37205.

This conveyance is expressly made subject to the following:

1. Restrictions, Covenants, Declarations, and Conditions set forth in instruments recorded in Book 4941, Page 637; Book 5019, Page 946; Book 4942, Page 633; and Book 5036, Page 338, Register's Office for Davidson County, Tennessee.

2. All easements, conditions and other matters shown on the Plan of Record recorded in Book 4955, Page 4, Register's Office for Davidson County, Tennessee.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 26th day of May, 1992.

Ruby P. Spruill
RUBY P. SPRUILL

STATE OF GEORGIA)
COUNTY OF DEKALB)

Personally appeared before me, the undersigned, a Notary for said state and county, Ruby P. Spruill, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand this 20th day of May, 1992, in Atlanta, Georgia.

Neal Manners
NOTARY PUBLIC

NEAL MANNERS NOTARY PUBLIC EXP. JAN. 31, 1994 DEKALB COUNTY, GEORGIA

My Commission Expires: January 31, 1994

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for the transfer is $10.00.

Patricia D. Campbell
AFFIANT

Sworn to and subscribed before me
this 26th day of May, 1992.

Barbie Lyon Williams
NOTARY PUBLIC 3-26-94

NOTARY PUBLIC

EXHIBIT "A"

AGREEMENT

Between

RUBY P. SPRUILL

Grantor

and

EWING MACK DONAHOUE

Trustee

RUBY P. SPRUILL REVOCABLE TRUST

Executed March 24, 1992

REVOCABLE TRUST AGREEMENT BOOK 8633 PAGE 967

STATE OF GEORGIA:
COUNTY OF DEKALB:

THIS AGREEMENT, entered into this 24 day of March, 1992, by and between RUBY P. SPRUILL, as Grantor, and EWING MACK DONAHOUE, as Trustee.

W I T N E S S E T H:

ITEM ONE

I hereby revocably transfer, set over, assign and convey unto my Trustee the sum of One and No/100 ($1.00) Dollar, the receipt of which by my Trustee is hereby acknowledged.

ITEM TWO

My Trustee may receive any other property (provided said property is acceptable to my Trustee), real or personal, transferred, set over, assigned or conveyed to it by me, by my personal representative, or by any other person to constitute a part of the trust fund hereby created and to be held, invested, managed and distributed by my Trustee in accordance with the provisions hereof.

ITEM THREE

A. I hereby reserve the right at any time or from time to time to revoke, alter or amend this trust in whole or in part in any particular, including but not limited to the power to change or add beneficiaries, by an instrument in writing delivered to the Trustee; provided, however, that no alteration or amendment shall increase its duties or obligations without its written consent. Any revocation, alteration or amendment shall take effect upon the delivery of the written instrument to my Trustee or, when required, upon my Trustee's subsequent written consent thereto. If the trust is revoked in its entirety, my Trustee shall deliver all the trust assets to me as soon thereafter as may be reasonably possible.

B. In the administration of this trust, my Trustee may make such sales or purchases of investments as it may deem advisable in its sole discretion; provided, however, that if I give my Trustee in writing any directions as to such sales or purchases of investments, my Trustee shall follow my instructions. If, as aforesaid, my Trustee follows my written directions, it shall have no liability in respect thereto, as I take full responsibility for any such changes in investments specified by me.

ITEM FOUR

My Trustee shall hold the property in this trust and shall manage, invest and reinvest same upon the following uses and trusts:

A. My Trustee shall be authorized to pay any part or all of the trust net income to me or for my benefit and to encroach periodically upon the principal of this trust for the payment of any and all expenses to provide for my comfortable support, maintenance and care, including but not limited to medical and hospitalization expenses. Any income not paid to me or for my benefit shall be accumulated and added to principal.

B. In making payments of income or principal for my benefit, my Trustee may make such payments directly to me or directly to others furnishing goods, services or benefits to me which my Trustee in good faith believes to be properly chargeable against me.

C. Upon my death, the property in this trust, both principal and undistributed income, shall be distributed by my Trustee to the authorized personal representative of my estate, to be administered and distributed by such personal representative in accordance with my Last Will and Testament, if any, and if none, in accordance with the laws of descent and distribution of the state of my domicile.

ITEM FIVE

A. I have appointed my nephew, EWING MACK DONAHOUE, as Trustee under this Trust Agreement. Should EWING MACK DONAHOUE die

or for any reason fail or cease to act as Trustee hereunder, then I appoint my friend, GILBERT YATES, as Trustee hereunder.

B. Any successor Trustee shall not be required to inquire into or audit the acts or doings of the predecessor Trustee or to make any claim against such predecessor Trustee or his estate. Any successor Trustee shall have and may exercise any or all of the powers herein conferred on my Trustee as fully and to the same extent as if such successor Trustee had originally been named as Trustee herein.

ITEM SIX

A. All Trustees hereunder (whether or not residents of the state of my domicile) are relieved from any obligation to file or make any bond, inventory, appraisement, return or report to any court, but shall, upon my written request, render annually to me a statement showing the condition of the trust estate and the receipts and disbursements during the preceding year.

B. The Trustee of this trust (and its successors in office) shall have the following privileges and exemptions and shall, without order of any court, have the power to:

1. Sell or exchange trust property, at public or private sale, for cash or upon terms, with or without advertisement;

2. Improve or repair or lease (as lessor or lessee) any real estate and grant or receive options to purchase property; and a lease or option may be made for a term that may extend beyond the period of the trust;

3. Retain any property owned by me, including any stock and securities and specifically including my personal residence; invest in stocks, bonds, loans, securities, mutual funds, money market funds, or any other property, real or personal, or in any collective or common trust fund; do all of same without regard to any statute or rule of law now or hereafter in force limiting the class of investments for fiduciaries; and do all of same without obligation to diversify investments or liability for failure to diversify investments;

4. Borrow money for any purpose that the Trustee may deem proper upon reasonable terms, and secure such indebtedness by trust or loan deed, or otherwise;

5. Employ real estate brokers, attorneys, accountants or other expert assistants, and pay reasonable compensation from trust funds for their services;

6. Compromise or settle any and all claims for or against the trust; and rescind or modify any contract affecting same, all in such manner and upon such terms as the Trustee deems best;

7. Make division or distribution in kind or in money, or partly in kind and partly in money, and any asset distributed in kind need not be distributed pro rata or in fractional shares among beneficiaries;

8. Vote any stock directly or by proxy; enter into any plan or agreement for the sale, merger, consolidation, liquidation, recapitalization or other disposition of any trust property or of any corporation issuing securities held as part of the trust and accept in such transaction any cash, securities or property that the Trustee deems proper;

9. Exercise any and all options which I may own at my death, whether such be options to purchase stock (qualified, non-qualified, restricted or other), or whether such shall be options to purchase other types or kinds of property;

10. Make, fail to make, or terminate any election under the Internal Revenue Code, without liability for any reasonable exercise of discretion; make or not make any equitable adjustment because of such election, provided that no such adjustment shall be made which would disallow a deduction for any otherwise deductible bequest;

11. Register any stock, bond, or other security in the name of a nominee, without the addition of words indicating that such security is held in a fiduciary capacity; but accurate records shall be maintained showing that such security is a trust asset and the Trustee shall be responsible for the acts of such nominee;

12. Determine the allocation of dividends, distributions, profits resulting from the maturity or sale of any asset, and any other receipts and the allocation of payments and expenses as between income and principal; provide (or not provide) reserves from income otherwise distributable for depreciation, obsolescence, or other prospective loss, reduction in value, or casualty; amortize (or not amortize) premiums, and accumulate (or not accumulate) discounts, at which securities or other assets were acquired; provided that all such determinations, allocations and other actions are reasonable;

13. Do all things which may be necessary or proper to protect and preserve the trust estate or any part thereof, and any Trustee hereunder shall be liable only for the use of ordinary care in the execution of any trust created hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year first above written.

Ruby P. Spruill (SEAL)
RUBY P. SPRUILL

Signed, sealed and delivered
this 24 day of March,
1992, in the presence of:

Brenda D. Meeks
Unofficial Witness

Neal Manners
Notary Public

NEAL MANNERS NOTARY PUBLIC DEKALB COUNTY, GEORGIA EXP. JAN. 31, 1994

My Commission Expires:
Jan 31, 1994

In token of his acceptance of this trust, EWING MACK DONAHOUE

has signed his name and affixed his seal, this 24TH day of MARCH, 1992.

Ewing M. Donahoue (SEAL)
EWING MACK DONAHOUE

Signed, sealed and delivered
this 24 day of March,
1992, in the presence of:

Brenda G. Meeks
Unofficial Witness

Neal Manners
Notary Public

NEAL MANNERS NOTARY PUBLIC DEKALB COUNTY, GEORGIA EXP. JAN. 31, 1994

My Commission Expires:

Jan. 31, 1994