HOFSTETTER
HOME FOR FUNERAL SERVICE
2230 FOURTH AVENUE NORTH
NASHVILLE, TENN.
37219

LAST WILL AND TESTAMENT

OF

MARTHA ELIZABETH SKINNER

I, MARTHA ELIZABETH SKINNER, of Nashville, Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make and publish this my Last Will and Testament, and I do hereby revoke any and all wills by me heretofore made.

ITEM I: I direct that all my legal enforcible debts, including funeral expenses and expenses of my last illness, be paid by my Executor as soon after my death as is practicable. I direct that all estate, inheritance and succession taxes be paid out of, and charged against, my general estate.

ITEM II: I make specific devises as follows:

One Thousand Dollars ($1,000.00) to Linda Robertson Overton of Nashville, Tennessee;

One Thousand Dollars ($1,000.00) to Ben Cockrill Shields, Jr. of Nashville, Tennessee;

One Thousand Dollars ($1,000.00) to Green Hills Church of Christ, Hillsboro Road, Nashville, Tennessee, for its charitable and religious purposes; and,

One Thousand Dollars ($1,000.00) to Milica Dimitri Jevic Skinner of New York, New York.

ITEM III: I give and devise my tangible personal property to my brother, Douglas S. Skinner. I may leave handwritten instructions as to the disposition of certain items of personalty which I request my Executor to carry out.

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Martha Elizabeth Skinner

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ITEM IV: All the rest and residue of my estate, of every kind and character, I give and devise to the Third National Bank in Nashville, but in trust for the following uses and purposes:

I expressly include therein all rights and interests of every kind given me under the will of my brother, William Garnett Skinner. I do hereby exercise the power of appointment therein given me by directing that all such property and interests be paid over and delivered to the Third National Bank, but in trust as herein provided.

My said Trustee shall pay one-half of the net income of said trust estate to my brother, Douglas S. Skinner, for and during his natural life. If he is survived by his wife, Bonnie Grapes Skinner, said income shall be paid to her for and during her natural life. Upon the death of the survivor, the corpus shall be paid over and delivered to Richard Douglas Skinner and Ann Skinner Blumoff in equal shares.

The remaining one-half of said net income shall be used and paid over by my said Trustee for the support, maintenance and education of my five great-nephews and great-nieces, namely: Kevin Douglas Skinner, Mollie Sheehan Skinner, Jennifer Lee Blumoff, Sonja Blumoff, and Justin Garnet Blumoff. My said Trustee shall make such payments as it, in its sole discretion, finds to be right and proper for such purposes, charging payments therefor to the share of the respective beneficiaries.

Doris Elizabeth Skinner

When each beneficiary reaches the age of twenty-one, my said Trustee shall pay one-half of the respective share to said beneficiary, and pay income therefrom only to said beneficiary for a period of five years. At the end of said period, the remaining one-half of said share shall be paid over to said beneficiary, and the trust terminated as to said individual.

During the life of this trust, my said Trustee may retain, invest, and reinvest the whole or any part of the trust estate in such investments, securities or property as the Trustee deems prudent, without restrictions to legal investments for trustees, and without diversification, and from time to time may pay or expend the whole or any part thereof in the manner hereinabove provided.

The interests of the beneficiaries of the trust herein created shall not be subject or liable in any manner to or for their or any of their anticipations, assignments, pledges, debts, contracts, engagements, or liabilities, or subject or liable to attachment or seizure, execution or sequestration, under any legal, equitable or other process, or subject to the marital rights of any spouse.

The Trustee may hold and retain as investments of the trust estate such assets as it shall see fit; may sell and dispose of any or all investments, securities, and property, real and personal, either at public or private sale, and for

Martha Elizabeth Skinner

such prices and upon such terms as the Trustee shall deem proper; may borrow money and pledge property comprising the trust estate; may compromise claims, including taxes, for or against the trust estate, may improve any real estate and may lease real estate as the Trustee may choose, and for periods extending beyond the duration of this trust.

The Trustee may foreclose, extend, assign, partially release and discharge mortgages; may take any and all action respecting any form of property which an absolute owner could take; may employ agents and attorneys and compensate them; may keep at the risk of the Trustee any assets in the name of the nominee or nominees without mention of the fiduciary relationship in any instrument of ownership; may make, execute, deliver all assignments, transfers, deeds, documents and other legal instruments, either necessary or convenient for exercising the Trustee's power, or for conveying property free of trust and without liability on any person dealing with the Trustee to inquire into the Trustee's authority, or to seel to the application of any money or thing of value delivered to the Trustee, and without the necessity of court action.

If my said Trustee shall receive the proceeds of any life insurance contracts on my life, which shall pass through my estate, I direct that it shall receive, hold, invest, reinvest,

Martha Elizabeth Sisson

and distribute same as a part of the assets of this trust, and subject to the terms and conditions herein set out.

If, during the continuation of this trust, the adult beneficiaries shall determine that it is to the best interest of said trust estate that a substitute trustee be appointed, I authorize and empower them to so do by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, but said substitute Testamentary Trustee shall be a banking institution whose combined capital and surplus shall be not less than ten million dollars. Any such substitute Testamentary Trustee appointed pursuant hereto shall have all the rights, powers, and authority herein granted my said Trustee.

During the continuation of this trust, I expressly authorize my said Trustee to encroach on the corpus of the respective shares whenever my said Trustee, in its sole discretion, finds that such shall be in the best interest of said beneficiary. This includes all beneficiaries of this trust; that is, my brother, Douglas S. Skinner, his wife, Bonnie Grapes Skinner, and their five grandchildren hereinabove named.

ITEM V: I nominate and appoint the Third National Bank in Nashville as Executor of this my Last Will and Testament, and direct that it be permitted to qualify and act in such

Maisha Elizabeth Lemmons

capacity, as well as Testamentary Trustee hereunder, without giving surety on its bond. All powers and authority given my Trustee are likewise given it as Executor.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of August, 1980.

Martha Elizabeth Skinner

Signed by the said MARTHA ELIZABETH SKINNER as and for her Last Will and Testament, in the presence of us, the undersigned, who, at her request, and in her sight and presence, and in the presence of each other, have hereunto affixed our signatures as attesting witnesses on the day and date last above written.

C B Hyatt Jr

STATE TENNESSEE, DAVIDSON COUNTY

I, George [illegible], Clerk of the Probate Court of Davidson County, State aforesaid, do hereby certify the foregoing to be a full, true and perfect copy of the Last Will and Testament of [illegible] as appears of record in this office, Will Book 723 page 238

Given under my hand and seal of office at Nashville, this 26th day of August 1980

GEORGE F. ROCKER, CLERK

By Anita C. Lyons
Deputy Clerk

PICK-UP

40710

IDENTIFICATION REFERENCE

AUG 28 3 12 PM '92

DAVIDSON COUNTY TENNESSEE
WILSON II MCCHECK
24.00