56

BOOK 9119 PAGE 953

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

John M. Jordan, Attorney
2323 Crestmoor Rd.,
Nashville, TN 37215

143-1-B
243-CO

THIS INDENTURE, made and entered into as of the **13th** day of **October, 1993** by and between

Michael L. Copeland and Joanne E. Copeland, Husband and wife,

hereinafter referred to as Grantor, and

Linda Neal Wood , AN UNMARRIED PERSON

hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the following described real estate, situated and being in the County of Davidson, State of Tennessee:

A certain condominium apartment in Davidson County, Tennessee, being Unit No. 243 on the plan of Windsor Terrace Condominiums as shown as Exhibit "C" to the Amendment to the Master Deed, of record in Book 7980, page 717, Register's Office for said County which plan and record thereof are incorporated herein and made a part hereof by reference.

Being the same property conveyed to Michael L. Copeland, and wife Joanne E. Copeland, and Leon H. Copeland, by deed from Steven G. Hall, Trustee, of record in Book 8031, Page 948, Recorder's Office for Davidson County, Tennessee.

The said Leon H. Copeland is now deceased and his interest is devised to Michael Leon Copeland (Michael L. Copeland) by will, a certified copy of which is attached hereto.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Grantee, his/her heirs, successors and assigns in fee simple forever.

The said Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee of the aforedescribed real estate; that the Grantor has a good right to sell and convey the same; that the same is unencumbered except,

Master Deed and By-Laws of record, Register's Office of Davidson County, Tennessee.

and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature of the Grantor (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) the day and year first above written.

Michael L. Copeland

Joanne E. Copeland

INDIVIDUAL

BOOK 9119 PAGE 954

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, **Michael L. Copeland and Joanne E. Copeland, Husband and wife,** the within named bargainors, 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, at office, this **13th** day of **October, 1993.**

Notary Public

Commission Expiration: 11-27-93

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

VALUATION AFFIDAVIT

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is **$93,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Linda Neal Wood
Affiant

Subscribed and sworn to before me this **13th** day of **October, 1993.**

Notary Public

Commission Expiration: 11-27-93

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

93 OCT 19 PM 3:51
FELIX Z. MILSHEIL REGISTER
DAVIDSON COUNTY, TN.

75787
IDENTIF. # REFERENCE

3696 10/19 0101 03 CK

437.10

RETURN TO:	SEND TAX BILLS TO:	PROPERTY ADDRESS:
Anderson & Jordan Escrow Company, Inc. 2323 Crestmoor Rd., Nashville, TN 37215	Linda Neal Wood 243 Windsor Terrace Drive Nashville, TN 37221	243 Windsor Terrace Drive Nashville, TN 37221 MAP PARCEL NUMBER

Last Will and Testament

FILED
APR 21 1993
RECORDER OF DEEDS
JACKSON COUNTY, MISSOURI

OF

LEON H. COPELAND

35123

I, Leon H. Copeland, a resident of Jackson County, Missouri do hereby make, publish and declare this as my Last Will and Testament, and do hereby revoke all Wills or Codicils at any time heretofore made by me.

FIRST: As soon after my death as my Personal Representative deems advisable, he shall pay the expenses of administration of my estate, including expenses of my last illness, funeral, burial (or other disposition of my remains), and a suitable burial marker, if any, and all federal and state estate, inheritance, transfer and other death taxes, occasioned by my death (including penalties and interest thereon), whether incurred with respect to property passing by this Will or otherwise. Except as otherwise provided in this Will, such taxes shall not be apportioned against the interest of any beneficiary or other recipient of any property as a result of my death as might otherwise be required by law, it being my intention to charge such taxes against the residue of my probate estate.

SECOND: References herein to "spouse" refer to my wife, Marjorie Lou Copeland. My children living at the time of signing this Will are Leon Gregory Copeland, Michael Leon Copeland and Christina Copeland Wetekamp.

THIRD: At the time of signing this Will, I am the sole proprietor of a dental practice located in the City of Raytown, Missouri under the name of Leon H. Copeland, D.D.S. I give and bequeath to my daughter, Christina, provided she survives me, that entire dental practice, if in existence at the time of my death, and all the tangible personal property used in conducting that business, as such property appears on the books of account of that business, including, but not by way of limitation, all furniture, fixtures, equipment, instruments, patients' records, x-ray files, medical books, drugs, medicines, bottles and supplies, together with all leases, insurance policies, contracts, and goodwill. This bequest shall not include any motor vehicles or cash or bank accounts used in connection with the dental practice or accounts receivables. I direct that my estate make reasonable effort to collect all dental office accounts receivables that have accrued as of the date of my death and to pay any debts or expenses relating to the dental office that have been incurred as of the date of my death. I request my daughter, Christina to assist, and help my estate in collecting such accounts. I direct my Personal Representative to deliver possession of the dental practice and all its assets to my daughter, Christina, as soon after my death as is possible, so that there will be as little interruption in its operation as is practicable. If my daughter, Christina, does not survive me, or if she refuses to accept this bequest, then this bequest shall lapse and the property described herein shall fall into and become part of my residuary estate. If subsequent to the execution of this Will, the characterization of my dental practice should change from sole proprietorship to either a partnership or corporation, then I hereby declare my intent to give and bequeath my interest in any dental practice to my daughter regardless of the type of entity, therefore, this Article shall be construed broadly to include

stock owned by me in any corporation whose purpose is the practice of dentistry or an interest in a partnership whose primary purpose is the practice of dentistry.

FOURTH: I give and bequeath the sum of Five Thousand and no/100 Dollars ($5,000.00) to Jill Murphy, if she survives me. Jill Murphy is employed in my dental practice at the time of signing this Will.

I give and bequeath the sum of Five Thousand and no/100 Dollars ($5,000.00) to my daughter, Christina, provided she survives me, otherwise this bequest shall lapse.

If any of my children owe me any money at the time of my death, I hereby forgive any such debt.

I give and bequeath the sum of Five Thousand and no/100 Dollars ($5,000.00) to my son, Leon Gregory Copeland, provided he survives me, otherwise this bequest shall lapse; provided, however, should Leon Gregory Copeland become an adverse party in a proceeding for the probate of this Will, then Leon Gregory Copeland shall forfeit his entire interest in this Will, including the above forgiveness of any debt he may owe me, and such interest shall pass as part of my residuary estate, provided further however, that if he is one of the takers of the residue or a beneficiary of a residuary trust, then his interest shall be divided proportionately among the other takers of the residue or of any residuary trust. This paragraph shall not be construed to limit the appearance by Leon Gregory Copeland as a witness in any proceeding for the probate of this Will, nor to limit his appearance in any capacity in a proceeding for its construction.

FIFTH: Except as otherwise provided in Article Third with respect to my busines tangible personal property, if my spouse survives me, I bequeath to my spouse all my tangible personal property including, but not limited to, household effects, automobiles, jewelry, clothing, chinaware, silverware, books, pictures, paintings, rugs, furniture and furnishings of every kind and character, owned by me at the time of my death, together with all policies of fire, burglary, property damage, or other insurance on or in connection with the ownership or use of such property.

If my spouse does not survive me, then I bequeath said property to my son, Michael Leon Copeland, if he survives me, otherwise my Personal Representative shall sell such property and add the proceeds to my residuary estate to be distributed as hereinafter provided. If such a sale takes place, it shall be in any manner that my Personal Representative deems advisable.

SIXTH: All the rest, residue and remainder of my property and estate (all of such property being hereinafter referred to as my residuary estate), wheresoever situated, I dispose of as follows:

A. If my spouse, Marjorie Lou Copeland, survives me, then in order to eliminate any Federal Estate tax on my estate, or to keep said tax as low as possible if it is not possible to eliminate said tax completely, my Personal Representative shall divide my residuary estate and all other property to which my Personal Representative is entitled by reason of my death into two shares to be determined as follows:

1. The first share (hereinafter referred to as the "Family Trust") shall be a sum equal to the largest amount, if any, that can pass free of Federal Estate tax by reason of the unified credit and the state death tax credit (provided use of the state death tax credit does not increase state death taxes) allowable to my estate, after taking into account property, if any, passing outside or under other Articles of this Will which does not qualify for either the charitable or marital deductions and items that are not

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allowed as deductions in computing my Federal Estate tax liability; and I hereby give, devise, and bequeath said Family Trust to my Trustee hereinafter named, In Trust, Nevertheless, for the uses and purposes and upon the terms and conditions hereinafter set forth in Article Sixth. I realize that no amount may be disposed of by these provisions and that the size of such amount may also be affected by the action of my personal representative in exercising certain tax elections made available under the Internal Revenue Code.

2. The second share to be named the Marjorie Lou Copeland Marital Trust and hereinafter referred to as the Marital Trust, shall be the balance of the property subject to the provisions of this subparagraph A. (or all of said property if no property passes unto the Family Trust created under subparagraph 1. of this subparagraph A.); and I hereby give, devise and bequeath said Marital Trust to my Trustee hereinafter named, In Trust, Nevertheless, for the uses and purposes and upon the terms and conditions hereinafter set forth in Article Sixth.

3. In making the computations necessary to determine the values of the Marital Trust and the Family Trust, and in allocating assets thereto, the Personal Representative shall be governed by the final determination in the Federal Estate tax proceedings in my estate and if no Federal Estate tax return is required for my estate, then such amounts shall be determined as if such return were required. I direct my Personal Representative, in implementing such bequest or transfer of the Marital Trust, to distribute assets, including cash, having an aggregate fair market value at the date or dates of distribution amounting to no less than the amount of the above bequest or transfer to the Marital Trust as finally determined for Federal Estate tax purposes.

No asset or proceeds of any asset shall be included in the Marital Trust as to which a marital deduction is not allowable if included. The Marital Trust shall not be reduced by any estate or inheritance taxes.

4. Notwithstanding any other provision of this Will, I intend that the property in the Family Trust not be includable in my spouse's estate for Federal Estate tax purposes, and no power or discretion granted to my spouse or the Trustee in this Will shall be exercised or exercisable except to the extent and in a manner consistent with said intention.

B. If my spouse, Marjorie Lou Copeland, does not survive me, then my Personal Representative shall not divide my residuary estate into two shares but I, instead, hereby give, devise and bequeath my residuary estate to my Trustee hereinafter named, In Trust, Nevertheless, for the uses and purposes and upon the terms and conditions of the Family Trust.

C. The property comprising the Marital Trust, if any, shall be held, managed, invested and reinvested by the Trustee, and the Trustee shall collect the income therefrom and pay over and distribute the net income and principal thereof as follows:

1. While my said spouse is living, the Trustee shall pay over to my spouse, not less often than quarter-annually all of the net income of the Trust. The Trustee, in the Trustee's sole discretion, shall use any part or all of the principal of the Marital Trust as the Trustee deems necessary to provide for the health, support and maintenance of my said spouse.

2. Upon the death of my said spouse, the Trustee shall pay any undistributed net income of the Marital Trust to the estate of my spouse, and shall distribute the principal of the Marital Trust, after the payment therefrom of

any Federal Estate taxes or state death taxes arising as a result of the inclusion of the value of the Marital Trust in my said spouse's taxable estate, to the Trustee of the Family Trust, to be held, administered and distributed as a part thereof, or if the Family Trust shall not be in existence, the Trustee shall thereafter hold, administer and distribute said property in the manner set forth in this Article regarding the administration and distribution of the Family Trust as if I had died immediately after the death of my said spouse.

3. I hereby authorize my Personal Representative, in his discretion, to elect that any part or all of any amount passing under Article Sixth: C., be treated as Qualified Terminable Interest Property as defined in the Internal Revenue Code for the purposes of qualifying for the marital deduction allowable in determining the Federal Estate tax upon my estate. Without limiting the discretion contained in the foregoing sentence, it is my expectation that my Personal Representative will make said election with respect to all of such amount unless circumstances existing at the time of my death render such an election contrary to the best interests of my estate.

4. I intend that the property in the Marital Trust shall be available for the marital deduction allowed by the Federal Estate tax law applicable to my estate. Therefore, anything herein to the contrary notwithstanding, I hereby direct that, with respect to that portion of the Marital Trust that my Personal Representative has elected to treat as Qualified Terminable Interest Property --

(a) during the lifetime of my said spouse, the Trustee shall not, without said spouse's consent, retain beyond a reasonable time any property which may be or become unproductive or invest in unproductive property;

(b) the Trustee, in his discretion, may join with my said spouse in entering into any agreement with the Commissioner of Internal Revenue or other taxing authority in order to qualify the Marital Trust for such marital deduction; and

(c) no power or discretion granted to the Trustee by any other provision of this instrument shall be exercised or exercisable by the Trustee, except to the extent and in a manner consistent with said intention, and any questions pertaining to the Marital Trust shall be resolved accordingly.

D. The property comprising the Family Trust shall be held, managed, invested and reinvested by the Trustee, and the Trustee shall collect the income therefrom and pay over and distribute the net income and principal thereof as follows:

1. While my said spouse is living, the Trustee shall pay over to said spouse so much or all of the net income of the trust as the Trustee, in the Trustee's discretion, deems advisable to provide for said spouse's health, education, support, and maintenance. In exercising the foregoing discretion, the Trustee may consider all other sources of income available to my spouse. Any net income not so distributed by the Trustee during any calendar year shall be accumulated and added to the principal of the Trust.

Additionally, the Trustee, in the Trustee's sole discretion, shall use any part or all of the principal of the Family Trust if needed to provide for the health, support, maintenance and education of my spouse.

2. Upon the death of my spouse, or upon my death if my spouse does not survive me, the Trustee shall distribute the entire trust estate as it is then constituted to my son, Michael Leon Copeland, if living, otherwise to the then living lineal descendants of Michael Leon Copeland, per

stirpes, if any, otherwise a twenty percent (20%) share to my son, Leon Gregory Copeland, if living, otherwise to his then living lineal descendants, per stirpes, if any, otherwise to my daughter, Christina Copeland Wetekamp, if living, otherwise to her then living lineal descendants, per stirpes and the remaining eighty percent (80%) share to my daughter, Christina Copeland Wetekamp, if living, otherwise to her then living lineal descendants, per stirpes, if any, otherwise to my son, Leon Gregory Copeland, if living, otherwise to his then living lineal descendants, per stirpes.

E. Irrespective of anything herein to the contrary,

1. If, at the time any distribution of my residuary estate is to be made, the beneficiary or beneficiaries of any trust herein created, to which all or any part of such distribution is directed to be made, shall be entitled to receive from the Trustee immediate distribution of the entire principal of such trust, then my Personal Representative, instead of making distribution to the Trustee, shall distribute the part of my estate which is so distributable to the trust directly to the beneficiary or beneficiaries to whom, and in the same proportions as, the Trustee would have been required to distribute the same upon receipt from the Personal Representative, and in such case, I hereby give, devise and bequeath such part of my residuary estate accordingly;

2. Whenever any part of the principal of any trust created hereunder shall become distributable to a person who has not then attained twenty-one (21) years of age, as his absolute property, the Trustee may, in the Trustee's discretion, withhold distribution of such property and invest and reinvest the same, collect the income therefrom, and during the time such person is under twenty-one (21) years of age, may apply so much of the net income or principal to the health, support, maintenance and education of such person as the Trustee deems necessary or advisable, without the intervention of any guardian or curator and accumulate, invest and reinvest the balance of such income, if any, until such person attains the age of twenty-one (21) years, and thereupon pay over to him the unexpended principal and income so withheld. If such person dies before attaining the age of twenty-one (21) years, all such principal and income shall be paid over to the estate of such person. The authority conferred upon the Trustee by this paragraph shall not operate to suspend or prevent the absolute vesting of any property in such person. With respect to the administration of any such property, the Trustee shall have all the powers, authority and discretion vested in the Trustee under the provisions of this Will.

SEVENTH: Unless otherwise indicated, the provisions herein contained for the distribution of my residuary estate, of each and every trust created herein, and of each and every share or part thereof, shall be supplemented by and when necessary, shall be subject to the following:

A. If any person should renounce or disclaim any or all of his or her interests under this Will then the succeeding or alternate interests hereunder shall be accelerated or substituted. Accordingly, all of the provisions of this Will shall be construed as though such person had predeceased me, except any provisions that may be necessary to preserve any interest or interests of such person which he or she has not renounced or disclaimed and except any provisions whereunder such person is entitled to act as a fiduciary hereunder.

B. Whenever the beneficiary of any trust hereunder shall be under the age of twenty-one (21) or under a legal disability or, in the sole judgment of the Trustee, shall for any reason be unable to apply any payments which he is entitled to receive hereunder to his or her own best advantage, the Trustee -

1. may make such payment directly to such beneficiary, or to the guardian of his own property, or to a person with whom such beneficiary resides at the time of such payment, or may himself apply the same for the benefit of such beneficiary, in such manner as the Trustee shall deem best, and the receipt of such guardian or person for any payment so made shall be a full and complete discharge to the Trustee with respect to any such payment; and

2. may withhold part or all of such payment (other than principal required to be paid upon termination of any trust in whole or in part, and other than the income of the Marital Trust which shall be payable to my spouse, while living, in all events) as, in the sole judgment of the Trust tee, shall exceed the amount needed to provide for the health, support, maintenance and education of such beneficiary, taking into consideration all other funds available to him of which the Trustee shall have knowledge; and any income so withheld shall be added to the principal of the trust estate from which it was derived.

The decision of the Trustee in any such case shall be final and binding upon all beneficiaries hereunder.

C. To the extent permitted by law, none of the beneficiaries hereunder shall have any power to dispose of or to charge by way of anticipation or otherwise any interest given to such beneficiary; and all sums payable to any beneficiary hereunder shall be free and clear of debts, contracts, alienations and anticipations of such beneficiary, and of all liabilities for levies and attachments and proceedings of any kind, at law or in equity, and, in the case of a married woman, free from the control of her husband.

D. Upon the death of any beneficiary, any accrued, accumulated or unpaid net income, which would have been payable to such beneficiary had such beneficiary lived, shall be paid as income to the beneficiary next succeeding in interest, unless otherwise provided herein or unless such net income shall have been validly appointed pursuant to a power of appointment herein conferred.

E. Until the Trustee shall have received written notice of any death or other event upon which the right to any payment may depend, the Trustee shall incur no liability for any payment made or action taken by the Trustee in good faith.

F. In order to avoid undue delay, I direct that if, at the expiration of three (3) calendar months after the date of death of any person upon whom a testamentary power of appointment is herein conferred, no Will of such person, of which the Trustee has knowledge, has been offered for probate, the Trustee may find that such person died intestate and did not exercise the power of appointment herein conferred. Similarly, if at the expiration of three (3) calendar months after the date of such person's death, a Will of such person has been offered for probate or has been probated, the Trustee may find that such Will was the Last Will of such person and be guided by the provisions therein in determining whether or not the power of appointment herein conferred has been exercised, and, if exercised, the extent and manner thereof. The provisions of the two preceding sentences relating to findings which the Trustee is permitted to make are intended to protect and acquit the Trustee in making distribution in accordance with any such finding, but are not intended to

conclude the rights of persons beneficially interested as between themselves nor as against any others to whom the Trustee may have made any such distribution.

G. Any trust still in existence on the day twenty-one (21) years after the death of the last to die of all the beneficiaries herein named or described who are living at the date of my death shall forthwith terminate. The Trustee, in the Trustee's uncontrolled discretion, may terminate at any time any trust created hereunder which shall have an aggregate principal value of Ten Thousand Dollars ($10,000.00) or less. Upon termination of any trust, as herein provided, the Trustee shall pay over the trust estate, free and clear of any trust, to the beneficiaries who would otherwise receive such distribution if the trust were then terminating under the dispositive provisions of this document and in those proportions as provided by said dispositive provisions, but the Marital Trust in all events shall be distributed to my spouse.

H. The income of the trusts herein created shall accrue from the date of my death, and, until the trusts are established, I authorize my Personal Representative, in his sole and absolute discretion, from time to time and at any time, to pay out of my estate to the respective income beneficiaries of such trusts, as advance payments of income, such sum or sums as in his judgment are not in excess of the income which such income beneficiaries probably should have been entitled to receive from the said trusts had the same been established. Any such sum paid from the principal of my estate shall be regarded merely as a temporary advance to be restored to principal by deducting the same from income otherwise payable to the beneficiary to whom such advance shall have been made or to the beneficiary or beneficiaries next succeeding in interest.

EIGHTH: By way of illustration and not of limitation, and in addition to any inherent or implied or statutory powers they may now or hereafter have in either capacity, I hereby expressly authorize and empower the Personal Representative with respect to my estate and the Trustee with respect to each of the Trusts herein created, in his sole and absolute discretion, except as otherwise provided herein:

A. To purchase or otherwise acquire, and to retain, whether originally a part of my estate or subsequently acquired, any and all stocks, bonds, notes or other securities, or any variety of real or personal property, including stocks or interests in investment trusts and common trust funds, as he may deem advisable, whether such investments be of the character permissible for investment by fiduciaries or not. Investments need not be diversified and may be made or retained with a view to a possible increase in value, The Personal Representative or the Trustee may render liquid my estate or the trust estate, in whole or in part, and hold cash or readily marketable securities for such period as he may deem advisable.

B. To sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of my estate or of the trust estate, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as he may deem advisable. Any lease made by the Personal Representative or by the Trustee may extend beyond the period fixed by law for leases made by fiduciaries and beyond the duration of the trust

C. To borrow money from others or from himself in his individual capacity for any purpose connected with the protection, preservation or improvement of my estate or of the trust estate whenever in his judgment advisable, and as security to mortgage or pledge any real estate or personal property of which I may die seized or possessed or forming a part of the trust estate, upon such terms and conditions as he may deem advisable.

D. To vote in person or by general or limited proxy with respect to any shares of stock or other securities held by him; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any interest, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and to take any steps which he may deem necessary or proper to enable him to obtain the benefit of any such transaction.

E. To cause to be registered in their name, individually or as Personal Representative or Trustee, or in the name of their nominees, any securities or other property from time to time held by them, or to take and keep them unregistered, and to retain them or any part thereof in such condition that they will pass by delivery.

F. To exercise all options, rights and privileges to convert stocks, bonds, notes, mortgages or other property,to subscribe for additional or other stocks, bonds, notes, mortgages or other property; to make such conversions and subscriptions and to make payments therefor; and to hold such stocks, bonds, notes, mortgages, or other property so acquired as investments of the estate or trust.

G. To complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts, leases or any other obligations which I may own or to which I may be a party or which may be liens or charges against any of my property or against my estate, although I may not be liable thereon, in such manner as he may deem advisable; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of my estate or the trust estate as he may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which he may deem advisable.

H. To reduce the interest rate any time and from time to time on any note or mortgage constituting a portion of my estate or the trust estate, and to continue notes and mortgages upon or after maturity with or without renewal or extension upon such terms as he may deem advisable, without reference to the value of the mortgage security at the time of such continuance.

I. To hold and retain the principal of my trusts and any property subject to a power undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; but the carrying of several trusts as one estate shall not defer the vesting in title or in possession of any share or part of share of my estate.

J. Except as otherwise expressly provided elsewhere herein, to make any division or distribution of my estate or of the principal of the trust estate in cash or in kind, or partly in both, upon the basis of fair market values and to cause any share to be composed of cash, property or undivided fractional shares in property different in kind from any other share, and for such purpose to determine the market value of

any asset of my estate or of the trust estate on the basis of such quotations, evidence, data or information as they may deem pertinent or reliable without any limitation whatever. Any such decision shall be binding and conclusive upon all persons whomsoever.

K. To employ agents, attorneys and any other persons whose services may reasonably be required in connection with administration of the trusts from time to time, and to pay reasonable compensation therefor. In addition, the Trustee may refer any legal question to counsel designated herein and the Trustee shall be fully protected for anything done, suffered, or omitted to be done in reliance on advice of such counsel.

L. To pay any and all expenses, costs, fees, taxes, penalties, or other charges and except as otherwise expressly provided herein to charge the same against principal or income or partly against the principal and partly against the income of the whole or any part of my estate or of any trust.

M. To determine what is principal and what is income of my estate and of any trust and, in their sole and uncontrolled discretion, to allocate or apportion gains and losses realized from the sale or other disposition of any asset as between principal and income as they may deem just.

N. To execute and deliver any and all instruments in writing which they may deem advisable to carry out any of the foregoing powers. No person dealing with the Personal Representative or Trustee shall be obliged to inquire into the validity of any action taken by such Personal Representative or Trustee or be bound to see to the application of any money or other property paid or delivered to the Personal Representative or Trustee.

O. To improve, manage, protect and subdivide any real property at any time forming a part of my estate or of the trust estate; to dedicate parks, streets, highways, or alleys; to vacate any subdivision or part thereof and to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition said property, or any part thereof; to grant easements or charges of any kind, release, convey or assign any right, title or interest in or about any easement appurtenant to any property or part thereof.

P. To acquire as an asset of any trust a life insurance policy on the life of any person to whom the income of the trust is payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as the Trustee may deem advisable; to pay premiums on all such insurance policies, from income or principal, or both, as the Trustee may determine; and all such insurance shall be payable to, and all incidents of ownership vested in, the Trustee.

Q. To retain property bid in under foreclosure or taken over without foreclosure for such time as they shall deem advisable, and to dispose of such property by sale, exchange or otherwise upon such terms and conditions as they shall deem advisable.

R. To carry such insurance against such hazards, including public liability, and in such amounts in either stock companies or mutual companies as they shall deem advisable and to pay the cost thereof.

S. Out of rents, profits, or other income received, to set up such, if any, reserves for taxes, assessments, insurance premiums, repairs, improvements, depreciation, obsolescence and general maintenance of buildings and other

property, and for the equalization of payments to or for the beneficiaries entitled to receive income, as they shall deem advisable.

T. To receive additional property from any source, including any living trust or insurance trust created by me during my lifetime or by any beneficiary of any trust created by me or any individual or institution, and unless otherwise required by the person or persons making such additions, to hold and administer such additional property as a portion of my Family Trust; but the Trustee shall not be required to receive such additional property without his consent if such receipt and administration would involve additional duties and responsibility and unless satisfactory arrangement is made for his compensation for holding and administering such additional property.

U. To continue and operate any business owned by me at my death and to do any and all things deemed needful or appropriate by my Personal Representative or Trustee, including the power to incorporate or otherwise change the form of the business and to put additional capital into the business, for such time as of them shall seem advisable.

V. I further direct that my Personal Representative or my Trustee can carry out the purposes of this my Will, without the necessity of a court order. To the extent permitted by the laws of the state jurisdiction over the probate administration of any part of my estate, I authorize that such part be administered by my Personal Representative without adjudication, order, supervision or direction of the probate court.

NINTH: In addition to all other powers conferred upon him herein my Personal Representative is expressly authorized and empowered

A. To join with my spouse in filing joint income or gift tax returns, or both, for any period prior to my death, and, in his sole discretion, to pay out of my estate any part or all of the taxes or interest found to be due with respect to such returns; and

B. To claim expenses as either income or estate tax deductions when an election is permitted by law and to make such adjustment of tax between income and principal as he shall deem proper. The decision of the Personal Representative shall be binding and conclusive upon all persons.

TENTH: In the interpretation or construction of the provisions of this my Will, throughout this Will the masculine gender shall be deemed to include the feminine or neuter, and the singular the plural, and vice versa, as the context may so require.

ELEVENTH: If my spouse shall die simultaneously with me or under circumstances as to render it difficult or impossible to determine who predeceased the other, I hereby declare that my said spouse shall be deemed to have survived me notwithstanding the provisions of any law establishing a different presumption or order of death.

If any legatee, devisee or beneficiary other than my spouse shall die simultaneously with me or under such circumstances as to render it difficult or impossible to determine who predeceased the other, I hereby declare that I shall be deemed to have survived such legatee, devisee or beneficiary and that the provisions of my Will shall be construed upon that assumption.

TWELFTH: Any Trustee at any time acting hereunder may resign by delivering his written resignation to the next named successor trustee, if any, otherwise to the adult and otherwise legally competent beneficiaries and to the guardians of any beneficiaries who are minors or legally incompetent, to whom income may then be payable or permitted to be paid hereunder. If a Trustee resigns or refuses to serve, then the next Succeeding Trustee named in Article Eighteenth below shall be and become the Trustee. If there is no named Successor Trustee living or willing to so serve as Trustee, then the majority of the persons to whom such notice of resignation shall be given and shall appoint a bank or trust company, wherever situated, as successor trustee hereunder.

No successor trustee shall be liable or responsible for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of any trust created herein prior to his becoming a trustee, nor be required to inquire into or take any notice of the prior administration of such trust.

THIRTEENTH: The Trustee shall render an account at least once each twelve (12) months to each of the adult and otherwise legally competent beneficiaries and to the natural or legal guardian, if any, of each minor or otherwise legally incompetent beneficiary then receiving or entitled to receive income from any of the trusts hereunder. The account shall show the receipts, disbursements and distributions of principal and income since the last accounting and the invested and uninvested principal and the undistributed income on hand at the time of the accounting. If no objection has been made to any account so rendered within ninety (90) days after a copy thereof has been deposited in the mail addressed to each person entitled thereto, as hereinabove provided, each such beneficiary shall be conclusively presumed to have approved or assented to all actions reflected in the account so rendered.

Notwithstanding any statute or rule of law to the contrary, no trustee shall be required to qualify or to file inventories or accountings in any probate or other court.

FOURTEENTH: In addition to reimbursement of expenses incurred in the performance of the Trustee's duties under the trusts hereby created, the Trustee may receive reasonable compensation for services as Trustee.

FIFTEENTH: I hereby certify that prior to execution hereof, I have received advice and counsel in relation to this my Last Will and Testament from the law office of my attorney, R. James Stilley, Jr. I hereby request that my Personal Representative and the Trustee of any trust herein created, use the services of and consult with my attorney, R. James Stilley, Jr.

SIXTEENTH: If at the time of my death I have any power of appointment under my spouse's Last Will and Testament or under any trust created by my spouse, then I hereby declare that I intend not to exercise such power and that nothing herein shall constitute an exercise thereof either in whole or in part.

SEVENTEENTH: I appoint my son, Michael Leon Copeland as Personal Representative of this my Last Will and Testament. If he is unable or unwilling to so serve or continue to serve, then I appoint R. James Stilley, Jr. If R. James Stilley, Jr.

is unable or unwilling to so serve or continue to serve, then I appoint Blue Ridge Bank and Trust Co., presently located in Kansas City, Missouri.

I direct that my Personal Representative(s) shall not be required to give any bond or surety in any jurisdiction. All references herein to my Personal Representative shall also include any Executor and any successor or successors thereto of this my Last Will and Testament.

EIGHTEENTH: I appoint my son, Michael Leon Copeland as Trustee of any trusts herein created. If my son, Michael Leon Copeland is unable or unwilling to so serve or continue to serve as Trustee, then I appoint R. James Stilley, Jr. If R. James Stilley, Jr. is unable or unwilling to so serve or continue to serve as Trustee, then I appoint Blue Ridge Bank and Trust Co., presently located in Kansas City, Missouri.

I direct that my Trustee shall not be required to give any bond or surety in any jurisdiction.

IN WITNESS WHEREOF, I have subscribed my name to this my Last Will and Testament, consisting of twelve (12) typewritten pages this page included, on the margin of each of which, except the one where my signature appears, I have placed my initials for purposes of identification this 20th day of January A.D., 1988.

Leon H. Copeland
LEON H. COPELAND

On the day and year last above written, the foregoing instrument, consisting of twelve (12) typewritten pages, including the page on which this attestation clause appears, was signed, published and declared as and for his Last Will and Testament by Leon H. Copeland in the presence of us, and thereupon we, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses this 20th day of January, A.D., 1988.

R. James Stilley, Jr.

R Dennis Faul

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

I, the undersigned, an officer authorized to administer oaths, certify that LEON H. COPELAND, the testator, and the witnesses, R. James Stiley, JR. and R. Dennis Fowler, whose names are signed to the attached foregoing instrument, having appeared together before me and having been first duly sworn, each then declared to me that the testator signed and executed the instrument as his last Will, and that he had willingly signed or willingly directed another to sign for him, and that he executed it as his free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of the testator, signed the Will as witness and that to the best of his/her knowledge the testator was at that time eighteen or more years of age, of sound mind, and under no constraint or undue influence.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 20th day of January, 1988.

Helen L. Hahn
Notary Public in and for
Said County and State

SEAL

My Commission Expires:
HELEN L. HAHN
Notary Public - State of Missouri
Commissioned in Jackson County
My commission expires Nov. 19,1989

FILED
APR 21 1993
RECORDER OF DEEDS
JACKSON COUNTY, MISSOURI

FIRST CODICIL TO
LAST WILL AND TESTAMENT

OF

LEON H. COPELAND

35123

I, Leon H. Copeland of Independence, Jackson County, Missouri, make, publish and declare this to be a First Codicil to my Last Will and Testament dated January 20, 1988.

I hereby alter, amend and supplement my said Last Will and Testament in the following particular:

I

I hereby cancel and revoke ARTICLE THIRD, pages one and two, of my said Last Will and Testament and in lieu thereof, substitute a new ARTICLE THIRD, reading as follows:

"THIRD: At the time of signing this Will, I am the sole proprietor of a dental practice located in the City of Raytown, Missouri under the name of Leon H. Copeland, D.D.S. I direct that all tangible personal property used in my dental practice, if in existence at the time of my death, such as but not limited to furniture, fixtures, equipment, instruments, books, drugs, medicines, and supplies be sold by my Personal Representative in any manner deemed advisable by my Personal Representative and the proceeds shall be added to my residuary estate to be made a part thereof. I also authorize my Personal Representative to dispose of and/or sell, if possible or practicable, the patients' records and goodwill relating to my dental practice."

II

I hereby cancel and revoke ARTICLE FOURTH, page two, of my Last Will and Testament and in lieu thereof, substitute a new ARTICLE FOURTH, reading as follows:

"FOURTH: If any of my children owe me any money at the time of my death, I hereby forgive any such debt.

I give and bequeath the sum of Five Thousand and No/100 Dollars ($5,000.00) to my son, Leon Gregory Copeland, provided he survives me, otherwise this bequest shall lapse; provided, however, should Leon Gregory Copeland become an adverse party in a proceeding for the probate of this Will, then Leon Gregory Copeland shall forfeit his entire interest in this Will, including the above forgiveness of any debt he may owe me, and such interest shall pass as part of my residuary estate, provided further however, that if he is one of the takers of the residue or a beneficiary of a residuary trust, then his interest shall be divided proportionately among the other takers of the residue or of any residuary trust. This paragraph shall not be construed to limit the appearance by Leon Gregory Copeland as a witness in any proceeding for the probate of this Will, nor to limit his appearance in any capacity in a proceeding for its construction."

III

I hereby cancel and revoke ARTICLE FIFTH, page two, of my Last Will and Testament and in lieu thereof, substitute a new ARTICLE FIFTH, reading as follows:

"FIFTH: Except as otherwise provided in Article Third with respect to my business tangible personal property relating to my dental practice, I bequeath to my son, Michael Leon Copeland, if he survives me, all my tangible personal property including, but not limited to, household effects, automobiles, jewelry, clothing, chinaware, silverware, books, pictures, paintings, rugs, furniture and furnishings of every kind and character, owned by me at the time of my death, together with all policies of fire, burglary, property damage, or other insurance on or in connection with the ownership or use of such property.

If my said son does not survive me, then such tangible personal property shall pass as part of my residuary estate."

IV

I hereby republish, ratify and confirm my said Last Will and Testament dated January 20, 1988, as altered, amended and supplemented by this First Codicil thereto.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 12th day of December, 1989.

Leon H. Copeland
LEON H. COPELAND

On the day and year last above written, the foregoing instrument, consisting of two (2) typewritten pages, including the page on which this attestation clause appears, was signed, published and declared as and for his First Codicil to his Last Will and Testament by Leon H. Copeland and in the presence of us, and thereupon we, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses this 12th day of December, 1989.

Helen L. Hale

Barbara A. Major

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

I, the undersigned, an officer authorized to administer oaths, certify that, LEON H. COPELAND, the testator, and the witnesses, Helen L. Hahn, and Barbara A. Major, whose names are signed to the attached foregoing instrument, having appeared together before me and having been first duly sworn, each then declared to me that the testator signed and executed the instrument as his First Codicil to his Last Will, and that he has willingly signed or willingly directed another to sign for him, and that he executed it as his free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of the testator, signed the Codicil as witness and that to the best of his/her knowledge the testator was at that time eighteen or more years of age, of sound mind, and under no constraint or undue influence.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 12th day of December, 1989.

Margaret E. Masel
Notary Public in and for
Said County and State

SEAL

My Commission Expires:

MARGARET E. MASEL
Notary Public - State of Missouri
Commissioned in Jackson County
My commission expires Aug. 7, 1992

FILED
APR 21 1993

SECOND CODICIL TO
LAST WILL AND TESTAMENT

BOOK 9119 PAGE 971

OF

LEON H. COPELAND

35123

I, Leon H. Copeland, of Independence, Jackson County, Missouri, make, publish and declare this to be a Second Codicil to my Last Will and Testament dated January 20, 1988. I acknowledge that I executed a First Codicil to my Will and such First Codicil is dated December 12, 1989.

I hereby alter, amend and supplement my said Last Will and Testament and my said First Codicil in the following particular:

I

I hereby cancel and revoke Part II of my First Codicil which substituted a new Article Fourth of my Last Will and Testament and in lieu thereof, substitute a new ARTICLE FOURTH, reading as follows:

"FOURTH: If any of my children owe me any money at the time of my death, I hereby forgive any such debt.

I give and bequeath the sum of Ten Thousand and No/100 Dollars ($10,000.00) to my son, Leon Gregory Copeland, provided he survives me, otherwise this bequest shall lapse; provided, however, should Leon Gregory Copeland become an adverse party in a proceeding for the probate of this Will or of any Codicil of this Will, then Leon Gregory Copeland shall forfeit his entire interest in this Will or in any Codicil, including the above forgiveness of any debt he may owe me, and such interest shall pass as part of my residuary estate, provided further however, that if he is one of the takers of the residue, then his interest shall be divided proportionately among the other takers of the residue. This paragraph shall not be construed to limit the appearance by Leon Gregory Copeland as a witness in any proceeding for the probate of this Will, nor to limit his appearance in any capacity in a proceeding for its construction."

II

I hereby republish, ratify and confirm my said Last Will and Testament dated January 20, 1988, and my First Codicil dated December 12, 1989, as altered, amended and supplemented by this Second Codicil thereto.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 13th day of July, 1992.

Leon H. Copeland

On the day and year last above written, the foregoing instrument, consisting of two (2) typewritten pages, including the page on which this attestation clause appears, was signed, published and declared as and for his Second Codicil to his Last Will and Testament by Leon H. Copeland and in the presence of us, and thereupon we, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses this 13th day of July, 1992.

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

I, the undersigned, an officer authorized to administer oaths, certify that LEON H. COPELAND, the Testator, and the witnesses, R. James Stilley, Jr and Margaret E. Masel, whose names are signed to the attached foregoing instrument, having appeared together before me and having been first duly sworn, each then declared to me that the Testator signed and executed the instrument as his Second Codicil to his Last Will, and that he had willingly signed or willingly directed another to sign for him, and that he executed it as his free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of the Testator, signed the Codicil as witness, and that to the best of his/her knowledge the Testator was at that time eighteen or more years of age, of sound mind, and under no constraint or undue influence.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 13th day of July, 1992.

Mary R. Skitek
Notary Public in and for
Said County and State

SEAL

My Commission Expires:

MARY R. SKITEK
Notary Public · State of Missouri
Commissioned In Jackson County
My commission expires Oct. 3, 1994

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, PROBATE DIVISION
AT INDEPENDENCE

IN THE ESTATE OF

Leon H. Copeland
Deceased.

FILED
APR 21 1993

ESTATE NUMBER

35123

CERTIFICATE AND ORDER OF PROBATE OF LAST WILL AND TESTAMENT

I, MARGARET L. SAUER, Clerk of the Probate Division of the Circuit Court of Jackson County, Missouri, do hereby certify that on April 21, 1993 there is presented for probate three instrument in writing dated January 20, 1988, December 12, 1989, and July 13, 1992 purporting to be the Last Will and Testament and Codicil(s) thereto of Leon H. Copeland, deceased and the Clerk having examined such instrument(s) finds that the instrument(s) (have) been duly signed by the testator and witnessed by the attesting witnesses as required by law;

IT IS THEREFORE ORDERED that said instrument(s) be admitted to probate as the Last Will and Testament of Leon H. Copeland, deceased, and further orders that said instrument(s) and the attached certificate be recorded as required by law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court at my office in Independence, Jackson County, Missouri on April 21, 1993.

MARGARET L. SAUER, CHIEF DIVISION CLERK

By Helen Westbrook
Deputy Division Clerk

rm 10056

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BOOK 9119 PAGE 975

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
PROBATE DIVISION
AT INDEPENDENCE

CLERK'S CERTIFICATE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

ESTATE NUMBER
35123

I, Margaret L. Sauer, Clerk of the Probate Division of the Circuit Court of Jackson County, Missouri do hereby certify that the attached documents are full, true and complete copies of the original records or entries identified as follows:

LAST WILL AND TESTAMENT OF Leon H. Copeland, Deceased; together with

CODICIL(S);
~~PROOF/(unless/self-proving);~~
CERTIFICATE AND ORDER OF PROBATE OF LAST WILL AND TESTAMENT;

all in the matter of the above named estate, as the same appears of record and on file in my office.

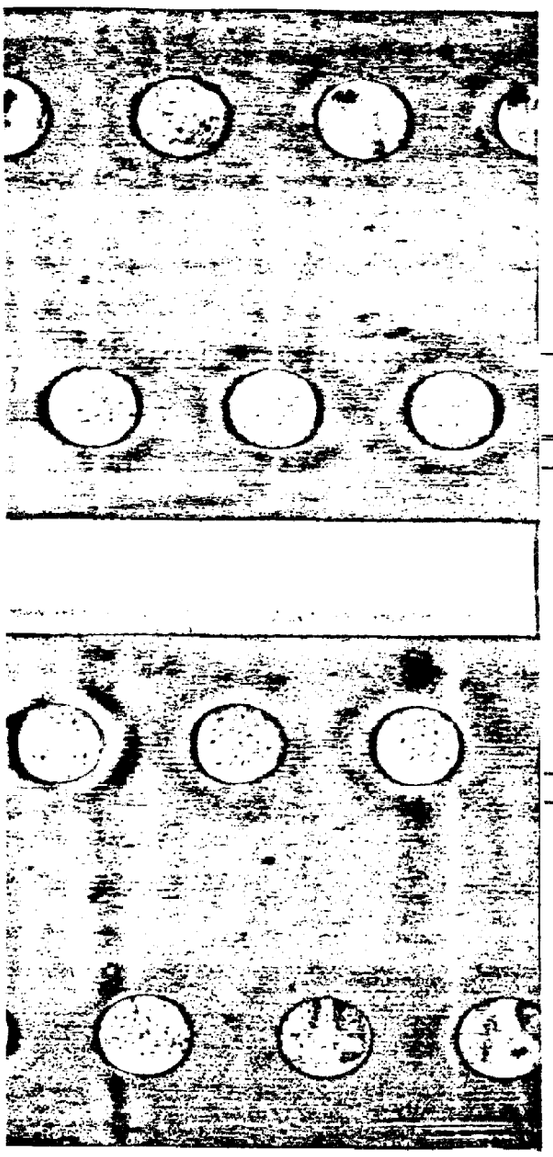
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at office in Independence, Missouri on this 2nd day of June, 1993.

CIRCUIT COURT JACKSON COUNTY MISSOURI

MARGARET L. SAUER
Clerk

By Marie Brown D.D.C.

Form 10421bi 10/21/92



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9119 PAGE 976

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 93000.00
				CON TX 344.10
				PRFEE 1.00
				WDEED 92.00
				TOTAL 437.10
				CHECK 437.10
			10/19/93 01	15:52 0001 3696

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

75787
IDENTIF. ↑ REFERENCE

93 OCT 19 PM 3:51
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 711545