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Box 40

OLD REPUBLIC

National Title Insurance Company
344 Fourth Avenue North
Nashville, Tennessee 37219-1611

STATE OF TENNESSEE }
COUNTY OF }
THE ACTUAL CONSIDERATION FOR THIS TRANSFER IS
$ -0-

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE 29th
DAY OF March 1994.

NOTARY PUBLIC

My Commission expires: 11-29-97

THIS INSTRUMENT PREPARED BY

Robert F. Doyle, Attorney, 301 Stahlman Building, Nashville, Tennessee 37201
NAME ADDRESS

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
Lee Ann Denney Harbin	Lee Ann Denney Harbin	Map 83-9
(NAME)	(NAME)	
1402 Forrest Avenue	1402 Forrest Avenue	Par. 375
(ADDRESS)	(ADDRESS)	
Nashville, Tennessee. 37206	Nashville, Tennessee. 37206	23W-7405
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Quitclaim Deed

For and in Consideration of the sum of $ 10.00 **cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged,**

I, MARY MORROW, Substitute Trustee under VILLAGE GLEN ENTERPRISES, INC., REVOCABLE TRUST NO. 1 and VILLAGE GLEN ENTERPRISES, INC., TRUSTEE

have bargained and sold, and by these presents remise, release and QUITCLAIM unto

LEE ANN DENNEY, now HARBIN

their heirs and assigns, all of our right, title and interest in a certain tract or parcel of land in Davidson **County, Tennessee, described as follows, to wit:**

Land in Davidson County, Tennessee, being Lot No. 43 on A.V.S. Lindsley's Tract of land, which plan is of record in Book 57, page 66, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Village Glen Enterprises, Inc., Trustee by deed from Harry McNutt, Trustee of record in Book 6643, page 443, said Register's Office. Village Glen Enterprises, Inc., Trustee holding title to the above referenced realty under the Village Glen Enterprises, Inc., Revocable Trust No. 1, copy of the Trust Agreement is attached hereto as an exhibit. By instrument of record in Book 6443, page 444, said Register's Office, Esker B. Denney was appointed Substitute Trustee of said Trust. Esker B. Denney having since died on July 2, 1986 and by the terms of the said Trust Agreement, upon the death of Esker B. Denney, Mary Morrow was appointed to serve as Substitute Trustee for the benefit of Lee Ann Denney, beneficiary. Lee Ann Denney having attained the age of 25 on September 30, 1993 and by written request for disbusement of the corpus of the Trust to Mary Morrow, Substitute Trustee, the above described realty is hereby being conveyed to Lee Ann Denney as the remaining part of the said corpus which terminates the said Trust.

This is unimproved ( ) improved (X) property, known as 1402 Forrest Avenue, Nashville, Tennessee. 37206
(House Number) (Street) (City) (State) (Zip)

Wherever 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 our hands this 28th **day of** March, **19** 94.

VILLAGE GLEN ENTERPRISES, INC.
REVOCABLE TRUST NO. 1

by: Mary Morrow
Mary Morrow, Substitute Trustee

VILLAGE GLEN ENTERPRISES, INC., TRUSTEE

by: Mary Morrow
Mary Morrow, Substitute Trustee

9293

INDIVIDUAL ACKNOWLEDGMENTS:

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STATE OF TENNESSEE }
County of Davidson }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Mary Morrow, Substitute Trustee of Village Glen Enterprises, Inc., Revocable Trust No. 1 and Village Glen Enterprises, Inc., Trustee _____, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 28th day of March, 19 94.

My Commission expires:
1-22-97

Johnnie L Lukens
Notary Public

STATE OF TENNESSEE }
County of }

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

Witness my hand and official seal at office this _____ day of _____, 19____.

My Commission expires:

_____
Notary Public

STATE OF TENNESSEE }
County of }

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

Witness my hand and official seal at office this _____ day of _____, 19____.

My Commission expires:

_____
Notary Public

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT:

STATE OF TENNESSEE }
County of }

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged _____self to be the _____ of _____, the within named bargainor, a corporation (or partnership), and that ____, as such officer (or partner), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (or partnership) by _____self as such officer (or partner).

Witness my hand and official seal at office this _____ day of _____, 19____.

My Commission expires:

_____
Notary Public

TRUST AGREEMENT

1. TRUST AGREEMENT made as of the 20th day of August, 1968, between ESKER B. DENNEY (hereinafter called "Grantor"), and VILLAGE GLEN ENTERPRISES, INC., (hereinafter called the "Trustee"), for LEE ANN DENNEY (hereinafter called the "Beneficiary"). ESKER B. DENNEY having transferred to VILLAGE GLEN ENTERPRISES, INC. certain property, which Trustee will hold, together with such additional property as may be given, transferred, acquired, or bequeathed hereto by me or any other person upon the Trust herein set forth. Said Trust shall be known as "VILLAGE GLEN ENTERPRISES, INC., REVOCABLE TRUST NO. 1."

6/3/68 13th
1403 Trust A
2126 Trust B

PROVISIONS FOR ESKER B. DENNEY

2. During the lifetime of ESKER B. DENNEY:

2. (a) Any part or all of the net income shall be paid to ESKER B. DENNEY in quarterly or other convenient installments as her requests from time to time.

2. (b) Whenever in the judgment of the Trustee the income of ESKER B. DENNEY shall be insufficient for his reasonable support, comfort, and maintenance or to enable him to meet any difficulty arising from sickness, accident, or other similar causes, such portion of the principal as in the Trustee's discretion is deemed appropriate shall be paid to him or applied for his benefit.

DISPOSITIVE PROVISIONS FOR LEE ANN DENNEY

3. (a) My Trustee is authorized to accumulate the net income or to pay or apply so much of the net income, at any time and from time to time, to the use of LEE ANN DENNEY, as my said Trustee in his sole and absolute discretion shall deem advisable from time to time without regard to equality

of distribution. Any accumulated income shall be periodically, at least annually, incorporated into the principal of the trust fund as an integral part thereof to be held, administered, and distributed in accordance with all of the terms, conditions, and limitations applying thereto. In exercising his discretion as to the amounts (if any) of such net income which is to be paid to LEE ANN DENNEY, my Trustee shall take into consideration any other income or property which is available to such Beneficiary from any other source, to which the Trustee has actual knowledge

3. (b) I hereby authorize and empower my Trustee, in its sole discretion, at any time and from time to time, to disburse from the principal of the Trust created under this Article (even to the point of completely exhausting the same) such amounts as he may deem advisable to provide adequately and properly for the health, support, maintenance, and education of LEE ANN DENNEY, including, but not by way of limitation, expenses incurred by reason of illness and disability, or purchase of home. In determining the amounts of principal to be so disbursed, my Trustee shall take into consideration any other income or property which such income beneficiary may have from any other source, and the Trustee's discretion shall be conclusive as to the advisability of any such disbursement, and the same shall not be questioned by anyone. All such disbursements from principal shall be charged against the Trust Fund from which they are made, but shall not be charged against any individual share of principal subsequently distributed to any Beneficiary.

3. (c) During the minority or incapacity of any Beneficiary to or for whom income or corpus is authorized or directed to be paid, my Trustee may pay, transfer, or assign

same in any one of the following ways:

(i) Directly to such beneficiary in such amount as my Trustee may deem advisable as an allowance;

(ii) To the guardian of the person or of the property of such Beneficiary;

(iii) To a relative of such Beneficiary upon the agreement of such relative to expend such income or corpus solely for the benefit of the Beneficiary;

(iv) By expending such income or corpus directly for the education, maintenance, or welfare of such Beneficiary.

3. (d) Upon attainment of age twenty-five (25) by LEE ANN DENNEY, providing ESKER B. DENNEY is deceased, my Trustee shall disburse the corpus (and any accumulated income) to LEE ANN DENNEY upon her written request. In the event LEE ANN DENNEY shall die before such distribution, and said child leaves descendants then surviving, such descendants shall take the deceased child's interest, per stirpes. If LEE ANN DENNEY predeceases without issue or final distribution of this Trust, then to FRANCES DENNEY and MARY MORROW, equally, per stirpes Any share or a part of a share distributable to a Beneficiary other than my children not having attained the age of eighteen (18) years shall be retained in trust with the income distributed to the guardian or custodian of such Beneficiary, to be used for the benefit of such Beneficiary. If any Beneficiary dies before division and distribution to such Beneficiary of the shares provided above, and such Beneficiary leaves no descendants who would take as a Beneficiary, but leaves brothers or sisters, or descendants of a deceased brother or sister, then the deceased beneficiary's share shall go equally to his brothers and sisters and des-

cendants of any deceased brother or sister, per stirpes. Upon the distribution of all such shares as provided herein, the Trust shall terminate, and the duties of the Trustee shall cease. As and after each child attains the age of eighteen (18) years, the Trustee shall pay to him the entire net income of his fund until he shall attain the age of twenty-five (25) years, at which time the Trust shall terminate as to such child or grandchild and the Trustee shall distribute the balance of his fund to such child or grandchild, in fee. If any child or grandchild shall have attained any of such respective ages at the time when such Trust Fund is directed to be set apart for such child or grandchild, such part or parts or all, as the case may be, of such Trust Fund (instead of holding same in trust) as are directed to be distributed to such child or grandchild upon attaining such respective ages shall be immediately distributed to such child or grandchild, in fee.

3. (e) If all of my descendants shall die prior to the complete distribution of all the assets in the Trust created in this Article, then upon the happening of such event, the remaining assets held by the Trustee shall be distributed to my collateral heirs at law, in accordance with the laws of descent and distribution then in effect in the State of Tennessee, the identity of such heirs to be determined as though I had died upon the happening of such event.

3. (f) If at the end of any annual accounting period, the principal assets of the Trust established herein shall be less than the amount of $10,000.00, I direct that at the option of my Trustee, such Trust may be terminated, and the assets thereof, including any accumulated income, shall be divided and distributed as provided for in Subparagraph (d) above of this Article, notwithstanding the fact that my issue

may not have attained the age specified in such Subparagraph.

INSURANCE POLICIES

4. If any insurance policies are made a part of this Trust:

4. (a) Any life insurance policies placed in this Trust shall be listed in a Schedule attached hereto. Policies which I add hereto or withdraw herefrom may be noted on said Schedule or upon its records as Trustee deems advisable.

4. (b) It shall be the obligation of Grantor to pay all premiums on policies held hereunder. Trustee shall have no responsibility to see that policies are kept in force, but may in his discretion provide for the payment of premiums.

4. (c) No life insurance company shall be responsible to see to the execution or performance of this Trust or to the application of insurance proceeds paid to this Trust.

4. (d) During the lifetime of Grantor, there shall be reserved to grantor alone all rights, options, and powers granted to the insured by the policies held hereunder, and in particular the rights (i) to change beneficiaries, (ii) to borrow on policies, and (iii) to receive dividends, benefits, and all other sums payable to insured.

4. (e) If Grantor changes the beneficiary under or surrenders any policy, such act shall render this Trust ineffective, only with respect to the policy or policies so changed or surrendered.

4. (f) Trustee may, without incurring liability, compromise and settle any questions relating to any policy upon such terms as it deems wise. Trustee need not institute litigation to collect any policy unless it is reasonably indemnified for costs, counsel fees, and other expenses of such litigation.

4. (g) In the event an individual is at any time named Co-Trustee with the Trustee herein, I direct that it shall be unnecesary to have such individual Co-Trustee execute any change or designation of beneficiary forms during my lifetime, or, after my death, any document exercising any right, option, or privilege or any policy held hereunder or the proof of death and claim for proceeds required by any insurance company.

POWERS OF TRUSTEE

5. In addition to the powers above provided for, and those given by Tennessee Code Annotated 35-50-110, and amendments thereto, my Trustee, without any order of Court and in its sole discretion, may:

5. (a) Retain any property and invest and reinvest in any property including by way of illustration and not of limitation, common stocks up to one hundred percent (100%) hereof, and any form of life insurance, annuity, or endowment policies; in so doing my fiduciary may act without retriction to so-called legal investments and without responsibility for diversification.

5. (b) Keep reasonable amounts of cash in banks uninvested, if deemed advisable for the protection of principal.

5. (c) Purchase investments at premiums and charge premiums to income or principal, or partly to each.

5. (d) Subscribed for stocks, bonds, or other investments; join in any plan of lease, mortgage, merger, consolidation, re-organization, foreclosure, or voting trust and deposit securities thereunder; and generally exercise all the rights of security holders of any corporation.

5. (e) Register securities in the name of a nominee or in such manner that title shall pass by delivery.

5. (f) Vote, in person or by proxy, securities held by

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

it, and in such connection may delegate its discretionary powers.

5. (g) Repair, alter, improve, or lease, for any period of time, any property and give options for leases.

5. (h) Sell at public or private sale, for cash or credit, with or without security, and exchange or partition property and give options for sales and/or exchanges.

5. (i) Borrow money from any person, including the Executor or Trustee, and mortgage or pledge any property.

5. (j)Compromise claims.

5. (k) Add to the principl of any trust created hereunder any property received from any person by Deed, Will or in any other manner.

5. (l) Pay premiums on any life insurance, annuity, or endowment policies which may have been retained or purchased herein and exercise any right, option, or privilege thereunder.

5. (m) In the exercise of its discretion with respect to the use of principal for any Beneficiary, take into account other property and income available to such Beneficiary; in so doing Trustee may conclusively rely on written representation made to it by such Beneficiary, and the judgment of my Trustee as to the amount of principal so used, and the extent to which other resources are considered, shall be conclusive as to all parties in interest.

5. (n) Treat as income all income accrued and unpaid on assets at the time such assets become a part of this Trust.

5. (o) Purchase assets from my estate at fair market value and lend money to said estate.

5. (p) Make distribution in cash or in kind, or partly in each.

5. (q) Exercise all power, authority, and discretion

given by this Trust after termination of any trust created herein until the same is fully distributed.

SPENDTHRIFT PROVISION

6. No interest of any Beneficiary in the corpus or income of my estate, or of any Trust created herein, shall be subject to assignment, alienation, pledge, attachment, or claims of creditors of such Beneficiary, including the claims of any divorced spouse for alimony or support payments or otherwise, and may not otherwise be voluntarily or involuntarily alienated or encumbered by such Beneficiary. All such distributions of income or principal shall be paid only upon receipt to the Beneficiary entitled, or to others for his use and benefit.

APPOINTMENT OF SUBSTITUTE TRUSTEE

7. ESKER B. DENNEY reserves the right to appoint a Substitute Trustee at any time and from time to time by executing such document as may be appropriate in his individual name or the name of VILLAGE GLEN ENTERPRISES, INC., and said Substitute Trustee shall have the same rights and privileges as are granted to the Original Trustee. Upon the death of ESKER B. DENNEY, MARY MORROW shall serve as Substitute Trustee.

BOND WAIVED

8. No Trustee nor any duly appointed successor shall be required to file a bond or furnish security at any time.

COMPENSATION OF FIDUCIARY

9. The Fiduciary or Fiduciaries herein shall be entitled to compensation for services hereunder of not less than seven (7%) percent of net profit generated or the value of services rendered on an hourly basis considering the expertise and reasonable hourly rate then currently in effect

at the time services are called upon, and from time to time, during the period over which such services are performed. whichever is greater.

FISCAL YEAR END

10. It is intended that this Trust have a fiscal year ending of December 31 of each year.

MISCELLANEOUS PROVISIONS

11. (a) The invalidity or unenforceability of any particular provision of his document shall not affect the other provisions hereof, and the document shall be construed in all respects as if such invalid or unforceable provisions were omitted.

11.(b) No change or modification of this document shall be valid unless the same be in writing.

11.(c) The captions of this document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of this document or the intent of any provisions hereof.

11. (d) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the beneficiary or beneficiaries, or their personal representatives, successors, and assigns may require.

11.(e) This document may be signed in one or more identical counterpart copies, any of which when signed by any party hereto and when counterparts have been signed by other parties hereto, shall constitute a fully binding document with respect to that party.

11.(f) This document shall be construed in accordance with the laws of the State of Tennessee. Time is of the

essence of this document and all of the conditions thereof.

IN WITNESS WHEREOF, I have hereunto set my hand.

ESKER B, DENNEY, GRANTOR

Esker B Denney

VILLAGE GLEN ENTERPRISES, INC.
TRUSTEE

BY: Esker B Denney
ESKER B. DENNEY,
President

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a notary public in the state and county aforesaid, the within named ESKER B. DENNEY, the Grantor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes contained therein.

WITNESS my hand and seal at Nashville, Tennessee, this 8th day of November, 1984.

Peggy L. Howell
NOTARY PUBLIC

My Commission Expires: 7/21/85.

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a notary public in the state and county aforesaid, the within named ESKER B. DENNEY, with whom I am personally acquainted, and upon oath, acknowledged himself to be PRESIDENT of VILLAGE GLEN ENTERPRISES, INC., a corporation, and that as such President, he is authorized to sign the name of the Corporation and has signed the name of the Corporation to the above instrument for the purposes contained therein.

WITNESS my Hand and Official Seal at Nashville, TN. this 8th day of November, 1984.

Peggy L. Stowell
NOTARY PUBLIC

My Commission Expires: 7/21/85.

32771

IDENTIFICATION REFERENCE

94 MAR 29 AM 10:47

REGISTER
DAVIDSON COUNTY, TN.

7234 03/29 0101 03CHECK 52.00