Harwell Morton Farrar, Sr. , Probated July 2, 1980 # 68898

Last Will and Testament

OF

HARWELL MORTON FARRAR, SR.

119-5 255
119-5 257

I, Harwell Morton Farrar, Sr., domiciled in Nashville, Davidson County, Tennessee, do make, publish and declare this to be my last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me.

BOOK 9323 PAGE 689

ARTICLE I

I direct that all of my just debts, funeral expenses (including the costs of a suitable monument at my grave) and the costs of administration of my estate be paid as soon as practicable after my death, including but not limited to my obligation, under the terms of the Property Settlement Agreement approved by and incorporated in the Divorce Decree which dissolved the marriage between me and my former wife, Margaret Baldwin Farrar, to pay the mortgage loan balance on the house and lot located at and known as 4645 Chalmers Avenue, Nashville, Tennessee. In the sole discretion of my Executor, successor or substitute personal representative, all or any portion of the costs of ancillary administration and similar proceedings in other jurisdictions may be paid from my domiciliary estate.

In the event that any property or interest in property passing under this Will, by operation of law, or otherwise by reason of my death (other than as a part of my residuary estate), shall be encumbered by mortgage or lien, or shall be pledged to secure any obligation (whether the property or interest in property so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not be charged to or paid from my estate, but that the devisee, legatee, joint owner taking by survivorship, or beneficiary receiving such property or interest in property shall take it subject to all encumbrances existing at the time of my death.

RECORDER'S MEMO
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I further direct that the proceeds of any life insurance on my life may be used by my Executor to pay any of the debts, claims, taxes or obligations of my estate. However, no portion or portions of the debts, claims, taxes or other obligations of my estate may be paid from the proceeds of a qualified employee retirement plan, pension or profit sharing plan, Individual Retirement Account, Keogh Plan, or such other self-employed or employee retirement benefit plan which all or part of is not otherwise taxable as an asset of my estate for Federal Estate Tax and Tennessee Inheritance Tax purposes.

ARTICLE II

I direct that there shall be paid out of my residuary estate, without apportionment, all estate, inheritance, succession and other taxes (together with any penalty thereon), assessed by reason of my death, imposed by the government of the United States or any state or territory thereof, or by any foreign government or political subdivision thereof in respect of all property required to be included in my gross estate for estate or like tax purposes by any of such governments, whether the property passes under this Will or otherwise, including property over which I have a taxable power of appointment, without contribution by any recipient of any such property.

ARTICLE III

I hereby give, devise, and bequeath to Harwell Morton Farrar, Jr., as Trustee, all of my right, title, and interest in and to the house and lots known as 818 Powers Avenue, Nashville, Davidson County, Tennessee, which property I purchased in my name, and my said son's name, as Trustee, for the use and benefit of my grandsons, David Harwell Farrar and Daniel McCammon Farrar, to be held by the said Trustee upon the following terms and conditions:

(A) The Trustee is authorized to accumulate the net income or to pay or apply so much of the net income and such portion of the principal, at any time and from time to time, to or for the use and benefit of my said grandsons, David Harwell Farrar

a Successor Trustee within the time specified, the then acting Trustee may petition a court of competent jurisdiction, for the appointment of a successor and the judicial settlement of its accounts. Any Successor Trustee hereunder shall possess and exercise all powers and authority herein conferred on the original Trustee.

(D) If the aggregate value of the principal assets of my estate or the trust created in this instrument shall be less than TWENTY-FIVE THOUSAND DOLLARS ($25,000) at the time of establishment of the trust, or remain less than TWENTY-FIVE THOUSAND DOLLARS ($25,000) for a period of six (6) months after establishment of the trust, I grant the Trustee or Executor, as the case may be, the power in his discretion to terminate or not establish such trust and distribute the assets of my estate or such trust to the beneficiaries who are then or would have been entitled to receive the corpus of the trust upon termination of the trust in the same proportions as they are or would have been entitled to such corpus absolutely and free from trust.

(E) Neither the corpus nor income of the trust shall be pledged, assigned, transferred, sold or in any manner whatsoever, accelerated, anticipated or encumbered, by any beneficiary, nor shall any income or corpus of said trust estate be in any manner subject or liable in the hands of the Trustees for the debts, contracts or engagements of any beneficiary, or be subject to any assignment, or other voluntary or involuntary alienation or disposition whatever. All distributions of income or corpus shall be paid only upon receipt to the beneficiary entitled, or to others for the beneficiaries' sue and benefit.

(F) Anything in this instrument to the contrary notwithstanding, the trust created hereunder shall not continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who were living at the time of my death; and upon the expiration of such period the trust shall terminate and the assets thereof shall be distributed outright to those persons, in the same proportions, who are then entitled to the corpus upon termination of the trust.

P[redacted]FOUR OF MY WILL [redacted] [redacted]

and Daniel McCammon Farrar, or either of them, in such amounts and proportions as the 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 the terms, conditions and limitations herein applying thereto. In exercising his discretion as to the amount or amounts, if any, of such income which is to be paid to any such beneficiary hereof, the Trustee may but shall not be required to take into consideration any other income or property which is available to any such beneficiary from any other source.

(B) The trust shall terminate upon the youngest of my said grandson attaining twenty-five (25) years of age, and the then remaining corpus, and accumulated income shall be distributed equally to my said grandsons, David Harwell Farrar and Daniel McCammon Farrar, and the surviving children of either deceased grandson, per stirpes. If either of my said grandsons shall die before the distribution of the trust and leaves no children of theirs surviving, then that deceased grandson's share shall be distributed to my remaining said grandson and the children of my said deceased grandson, if any, per stirpes. If there are no children surviving of both deceased grandsons, then and in that event I direct that my estate and the trust created herein and not otherwise disposed of shall be distributed in accordance with the laws of descent and distribution then in effect in Tennessee as if I had died as of the date of death of the last surviving named beneficiary of the trust.

(C) The Trustee (whether originally designated herein or appointed as Successor) shall have the right to resign at any time giving thirty (30) days written notice to that effect to the beneficiary or beneficiaries of the trust. Thereafter, the beneficiary or by a majority vote of the beneficiaries shall have the right within such thirty (30) day period to appoint a Successor Trustee and shall notify the resigning Trustee of such appointment. In the event the beneficiary or beneficiaries shall fail to designate

/s/ Thomas H. Farrar

G) The use of the masculine gender in this instrument shall be deemed to include the feminine, and the neuter, and the singular, the plural and vice-versa, wherever the context would so require; and for all purposes of this instrument and the disposition of my estate and the trust created herein, the terms "child", "children", "issue", or "descendants" shall include natural and adopted children.

ARTICLE IV

All the rest, residue and remainder of the property which I may own at the time of my death, real, personal and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, including all property which I may acquire or become entitled to after the execution of this Will, including all lapsed legacies and devises, and the net proceeds of life insurance paid to my estate (and including any property over which or concerning I may have any power of appointment), I give, devise, and bequeath in fee to my children, Dorothy Farrar Hagen and Harwell Morton Farrar, Jr., equally. If either of my said children shall predecease me or not be living at the time of my death then and in that event, I give, devise and bequeath my deceased child's share to such deceased child's children, per stirpes.

ARTICLE V

I appoint my son, Harwell Morton Farrar, Jr., to be the Executor of this my last Will and Testament and Trustee of the trust created herein. If my said son is unable or unwilling to serve, then and in that event I appoint my daughter-in-law, Charlotte M. Farrar, and The First American National Bank, Nashville, Tennessee, or either of them, as Co-executor and Co-trustee. I direct that no bond be required for the faithful performance of the duties of either the Executor, the Trustee, or successors of either, whether they serve singularly or jointly. I vest my said Executor and Trustee, and successors of either, with full power and authority to sell, transferand convey any property, real or personal, which I may own at the time of my death or which may be owned during the administration of my estate or the trust created herein, at such time and price and upon such terms and conditions (including credit) as

may be determined by my Executor or Trustee, and to do every other act and thing necessary or appropriate to complete the administration of my estate and execute this Will and the trust created herein.

I authorize my Executor and Trustee (including any substitute or successor personal representative or trustee) in the exercise of a reasonable discretion with respect to all property, real and personal, at any time forming part of my estate or any trust, to exercise any or all the powers set forth in Section 3 of Chapter 110 of the Acts of the Tennessee General Assembly of 1963, T.C.A. §35-618, to the extent applicable, all of which provisions and powers are incorporated herein by reference as fully as if copied herein verbatim. These powers (as set out in said statute on the date of the execution of this Will) are granted, notwithstanding that said statute may be amended hereafter or repealed at the time of my death.

IN TESTIMONY WHEREOF, I have hereto subscribed my name to this my last Will and Testament, consisting of this page, on which I have signed my name in order to execute this instrument, and five preceding typewritten pages, and for the purpose of identification I have signed each such page, all in the presence of the persons witnessing it at my request on this 26 day of May, 1980, at Nashville, Tennessee.

Harwell Morton Farrar, Sr.

HARWELL MORTON FARRAR, SR.

The foregoing instrument, consisting of this and five preceding typewritten pages, was signed, sealed, published and declared by Harwell Morton Farrar, Sr. the testator, to be his last Will and Testament, in our presence, and we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 26th day of May, 1980, at Nashville, Tennessee.

Harwell Holt residing at Brentwood, Tenn.

Lorraine Hobbs residing at 2101 Woodmont Blvd.

Harwell M. Farrar

FIRST CODICIL

TO

LAST WILL AND TESTAMENT

OF

HARWELL MORTON FARRAR, SR.

BOOK 6523 PAGE 695

I, Harwell Morton Farrar, Sr., a resident of Nashville, Davidson County, Tennessee, do make, publish and declare this to be the first codicil to the last will and testament executed by me on May 26, 1980

Article I

I hereby ratify and confirm the trust I established for my grandchildren, David Harwell Farrar and Daniel McCammon Farrar, in my said last will and testament dated the said 26th day of May, 1980; however, I hereby revoke the specific bequest to said trust of the house and lots known as 818 Powers Avenue, Nashville, Davidson County Tennessee, and in lieu and substitution thereof, I give, devise and bequeath my house and lot known as 1501 Gartland Avenue, Nashville, Davidson County, Tennessee, to the said trustee of said trust to be held, managed, and distributed by said trustee upon the same terms and conditions as set out in my said last will and testament dated May 26, 1980, which terms and conditions, if necessary to avoid all ambiguity, I hereby adopt and incorporate herein by reference.

In all other respects I ratify and confirm all of the provisions of my said last will and testament dated May 26, 1980.

In testimony whereof, I have hereunto subscribed my name to this the first codicil to my last will and testament dated May 26, 1980, this 16 day of June, 1980.

Harwell Morton Farrar, Sr.

This instrument, consisting of one typewritten page was signed, sealed, published and declared by Harwell Morton Farrar, Sr., the testator, to be the first codicil to his last will and testament, in our presence, and we, at this request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses this 16th day of June, 1980, at Nashville, Tennessee.

David W. Hann residing at R#1 Dickson Tn.

[illegible] residing at 21 Vaughns Gap Rd

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RECORDED IN REFERENCE

94 APR 25 PM 2:25

REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

BOOK 9323 PAGE 696

$2.00

STATE OF TENNESSEE DAVIDSON COUNTY

I Richard R. Rooker, Clerk of the Probate Court of Davidson County, State aforesaid, do certify that the foregoing is a full, true and complete copy, of the original on file in my office. Will Book 131 Page 24
Given under my hand and official seal, at office, in Nashville, this 26 of April 19 94.

RICHARD R. ROOKER, CLERK

By _____
Deputy Clerk

RECORDER'S MEMO
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