Prepared by William C. Henley, P.C.
Parkway South
3200 Marshall Ave., Suite 110
Norman, OK 73072

| NAME OF OWNER | SEND TAX BILLS TO | TAX PARCEL NO. |
|---|---|---|
| Charles Edward Atkinson<br>Jean Claudia Atkinson<br>5310 Edmondson Pike<br>Nashville, Tennessee 37211 | SAME | 161-01-1-A<br>012.00 CO<br>063.00 |

BOOK 10372 PG 764

OATH: The undersigned affiant does hereby swear or affirm that the actual consideration for transfer of value or value of the property being transferred, whichever is greater, is $_____.

_____
AFFIANT

Sworn to and subscribed before me the undersigned authority this ____ day of _____, 1997.

_____
NOTARY PUBLIC
Commission Expires:_____

SEAL

# QUIT CLAIM DEED

**WITNESSETH:** That on this 26 day of February, 1997, CHARLES D. ATKINSON, JR., aka CHARLES EDWARD ATKINSON, JR. and JEAN C. ATKINSON, aka JEAN CLAUDIA ATKINSON, husband and wife, of Cleveland County, Oklahoma, parties of the first part, in consideration of the sum of Ten ($10.00) Dollars and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, do hereby quitclaim, grant, bargain, sell and convey all right, title, interest, estate, and every claim and demand, both at law and in equity, to:

> CHARLES EDWARD ATKINSON, JR. AND JEAN CLAUDIA ATKINSON REVOCABLE LIVING TRUST dated February 26, 1997, CHARLES EDWARD ATKINSON, JR. and JEAN CLAUDIA ATKINSON, TRUSTEES, 5310 Edmondson Pike, Nashville, Tennessee 37211

party of the second part, the following described real property and premises situate in Davidson County, State of Tennessee, to-wit:

> SITUATE in Davidson County, Tennessee, and more particularly described as all of Unit No. 5310, as shown on the Plat of Danbury, of record in Book 6612, page 122, Register's Office for Davidson County, Tennessee, together with garage number 7 as described in said Plat, and together with an undivided interest in the common elements of Danbury Homeowners' Association, all as described in Book 6612, page 75, et seq., said Register's

Office.

Being the same property conveyed to Lindley T. Berry by instrument dated September 15, 1993 of record in Book 9083 at page 101 in the Davidson County Tennessee Register of Deeds office, also conveyed to grantor in Book 10,336 Page 492.
(Tax Parcel # 161-01-0-A
012.00 CO
063.00)

together with all and singular the hereditaments and appurtenances thereunto belonging.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed in fee simple of the above-described property, that Grantor has the full, good and lawful right and authority to sell, transfer and convey the same, and that the above-described property is unencumbered, except for Covenants, conditions and restrictions of the Danbury Condominiums Horizontal Property Regine as set forth in Master Deed of record in Book 6612 at page 75 in the Davidson County, Tennessee Register of Deeds Office, and as set forth in Bylaws of the Danbury Homeowner's Association of record in Book 6612 at page 107 in the same said office.

Easement for the purpose of Sanitary Sewers and/or Storm Drainage, of record in Book 7291 at page 879 in the Davidson County, Tennessee Register of Deeds Office.

Rights of others in and to easement reserved in Deed of record in Book 6461 at page 530 in the Davidson County, Tennessee Register of Deeds Office, and obligations to maintain same in accordance therewith.

Agreement to grant sewer and water easements, dated July 19, 1977 as set forth in Minute Book 221 at page 638 in the Chancery Court at Nashville, Tennessee.

**To Have and to Hold** the above described premises unto the said party of the second part, its heirs and assigns forever, so that neither the said CHARLES EDWARD ATKINSON, JR. and JEAN CLAUDIA ATKINSON, husband and wife, nor any person in his/her name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but shall by these presents be excluded and forever barred.

This Quit Claim Deed is executed and delivered without warranty of title of any kind, express or implied.

Full power and authority is hereby granted to said Trustee or the successor Trustee to deal with said property in any manner provided by law or by said Trust Agreement. No party dealing with the

Trustee in relation to said real estate and mineral interest therein, or to whom said real estate or any part thereof may be conveyed, contracted, leased, or mortgaged by said Trustee, shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced upon said premises, or to see that the terms of said Trust have been complied with, or to inquire into the necessity or expediency of any acts of said Trustee, or to inquire into any of the terms of said Trust Agreement; and every deed, mortgage, lease, or other instrument executed by said Trustee, or the successor Trustee, in relation to said real estate or mineral interest therein, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, mortgage, or other instrument; (a) that at the time of the delivery thereto the Trust created by said indenture was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the terms and conditions contained in said Trust Agreement; (c) that said Trustee or the successor Trustee is duly authorized and empowered to execute and deliver every such deed, lease, mortgage, or other instrument; (d) that any persons dealing with said Trustee may rely upon an affidavit executed by the named Trustee or successor Trustee, that the successor Trustee has been duly appointed or is entitled under the terms of the Trust instrument to assume the duties as successor Trustee, and the successor Trustee shall be fully vested with all rights, powers, duties and obligations of the said predecessor Trustee.

IN WITNESS WHEREOF, Grantor has executed this instrument this 26 day of February, 1997.

Charles Edward Atkinson Jr.
CHARLES EDWARD ATKINSON, JR.

Jean Claudia Atkinson
JEAN CLAUDIA ATKINSON

0279973
IDENTIFICATION

97 MAR -7 AM 11:30
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

3852 03/07 0101 01CASH 24.00

BOOK 10372 PG 767

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKLAHOMA )
) ss:
COUNTY OF CLEVELAND )

Before me, the undersigned Notary Public in and for said County and State on this 26 day of February, 1997, personally appeared CHARLES EDWARD ATKINSON, JR. and JEAN CLAUDIA ATKINSON, husband and wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Virginia D. Easton
NOTARY PUBLIC

My commission expires:
December 10 1998

FOR REGISTER'S USE ONLY:

BOOK 10372 PG 768

# MEMORANDUM OF TRUST AGREEMENT
# CHARLES EDWARD ATKINSON, JR.
# AND JEAN CLAUDIA ATKINSON
# REVOCABLE LIVING TRUST

**THIS MEMORANDUM OF TRUST AGREEMENT** made as of the 26 day of February, 1997, between CHARLES EDWARD ATKINSON, JR. AND JEAN CLAUDIA ATKINSON, of Cleveland County, State of Oklahoma, hereinafter called the "Grantor" and CHARLES EDWARD ATKINSON, JR. AND JEAN CLAUDIA ATKINSON, as Trustee for the purpose of evidencing of record the existence of the CHARLES EDWARD ATKINSON, JR. AND JEAN CLAUDIA ATKINSON REVOCABLE TRUST dated the 26 day of February, 1997, and the power of the Trustees to hold and deal with assets of said trust, this instrument is executed and recorded pursuant to the intent of the original trust agreement of said date, in which trust agreement appear the following, among other provisions:

1. **TRUSTEE POWERS.** The trustees shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the trustee: To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property.

The Trustees shall have the power to trade securities on margin should it be advisable within the Trustee's sole discretion to be in the best interest of the Trust and its beneficiaries and may invest and reinvest in such stocks, bonds, or other property, real or personal, including uninsured money market funds and options on securities, as the Trustee may consider advisable or proper, without application to or the approval of any court and without being restricted as to the character of any investment of Trust funds.

2. **TRUSTEE EXCULPATION AND THIRD PARTY PROTECTIONS.** A Trustee's exercise or non-exercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to a trustee hereunder shall be required or privileged to see to its application. The certificate of the trustee that the trustee is acting in compliance with this instrument shall fully protect all persons dealing with a trustee.

3. **SUCCESSOR TRUSTEE.** In the event CHARLES EDWARD ATKINSON, JR. or JEAN CLAUDIA ATKINSON should become unable or unwilling to serve as Trustee at any time and for any reason, including incapacity,

death, or for any other reason, then either shall be able to act in his or her individual capacity. Upon the death, resignation, or upon receipt of a written statement from any attending physician, or from any individual who Settlors have named as Attorney-in-Fact under a Durable Power of Attorney, which includes power to make health care decisions, stating that we are unable to manage our business affairs properly because of advanced age, illness, or other cause, we appoint SHIRLEY CARTER ROBERT as successor trustee in our stead. Should SHIRLEY CARTER ROBERT resign or cease, or be unable or unwilling to serve for any reason, we hereby appoint JAMES RALPH ROBERT, SR. as alternate-successor trustee.

In Witness Whereof, the parties have executed this memorandum the day and year hereinabove set forth:

Jean Claudia Atkinson
JEAN CLAUDIA ATKINSON
GRANTOR/TRUSTEE

Charles Edward Atkinson
CHARLES EDWARD ATKINSON, JR.
GRANTOR/TRUSTEE

STATE OF OKLAHOMA )
) SS:
COUNTY OF CLEVELAND )

Before me, the undersigned, a Notary public in and for said County and State on this 26 day of February, 1997, personally appeared CHARLES EDWARD ATKINSON, JR. AND JEAN CLAUDIA ATKINSON, to me known to be the identical persons who executed the within and foregoing MEMORANDUM OF TRUST AGREEMENT and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Virginia D. Gaston
NOTARY PUBLIC

My Commission Expires:
December 10 1998

Index against the following described real property and premises situate in Davidson County, State of Tennessee, to-wit:

SITUATE in Davidson County, Tennessee, and more particularly described as all of Unit No. 5310, as shown on the Plat of Danbury, of record in Book 6612, page 122, Register's Office for Davidson County, Tennessee, together with garage number 7 as described in said Plat, and together with an undivided interest in the common elements of Danbury Homeowners' Association, all as described in Book 6612, page 75, et seq., said Register's Office.