BOOK 10500 PG 985

THIS INSTRUMENT PREPARED BY:
W. Warner McNeilly, III
214 Second Avenue, North
Suite 300
Nashville, Tennessee 37201
(615) 255-2191

QUITCLAIM DEED

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Crane Bennett Seventh Day Adventist Church William Robert Hearn Glenna Mai Hearn Lund c/o SunTrust Bank, Nashville, N.A. P.O. Box 305110 Nashville, TN 37230-5110	SAME	Map 105-16 Pars: 234, 289

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is No Dollars ($-0-).

SUBSCRIBED AND SWORN to before me this 16 day of June, 1997.

Notary Public

My Commission Expires:
~~My Commission Expires SEPT. 26, 1998~~

97 JUN 23 AM 8:35
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

0318330
IDENTIF. ↑ REFERENCE

Whereas, RUTH H. BENNETT established a revocable trust naming SUNTRUST BANK, NASHVILLE, N.A. (formerly Third National Bank in Nashville) as Trustee dated June 26, 1978 and transferred certain parcels of real estate in Davidson County, Tennessee by a Revocable Trust Agreement dated June 26, 1978, as amended by Amendment No. 1 dated March 15, 1981, copies of which are attached.

Whereas, said trust as amended provided for the devise of said property to the beneficiaries named below upon the death of RUTH H. BENNETT;

Whereas, RUTH H. BENNETT died on July 23, 1985;

Whereas, the Trustee desires to execute a Quitclaim Deed to document the July 23, 1985 testamentary transfer;

NOW, THEREFORE, pursuant to the terms of said trust as amended, SUNTRUST BANK, NASHVILLE, N.A., Trustee of the RUTH H. BENNETT REVOCABLE TRUST dated June 26, 1978 as amended, hereby quitclaims, the effective date of which is July 23, 1985, a one-third (1/3) undivided interest to WILLIAM CRANE BENNETT, a one-third (1/3) undivided interest to the SEVENTH DAY ADVENTIST CHURCH, a one-sixth (1/6) undivided interest to WILLIAM ROBERT HEARN and a one-sixth (1/6) undivided interest to GLENNA MAI HEARN LUND, hereinafter "Grantees," in certain real property located in Davidson County, Tennessee more particularly described as follows:

BEING lot No. 10, and part of Lot No. 11 and part of Lot No. 12 on the Plan of South Highland Subdivision, described according to a survey made by E. L. Miller, Jr. & Company, dated February 20, 1967, as follows:

Beginning at a point 166.7 feet northwest of the southwest intersection of Carson Street and Coleman

Street; thence South 63° 32′ West 145.2 feet to the easterly margin of Nolensville Raod; thence North 26° 28′ West 100 feet to an iron pin; thence North 49° 26′ East 118.66 feet to the westerly margin of Carson Street; thence with the westerly margin of Carson Street, South 39° 43′ East 132.3 feet to the beginning.

Being part of Lot No. 11 and part of Lot No. 12, and all of lots Nos. 13 and 14 on the Plan of South Highland Subdivision, described according to a survey made by E. L. Miller, Jr. & Company, dated February 20, 1967, as follows:

Beginning at an iron pin at the north margin of Coleman Street and the west margin of Carson Street; thence with the westerly margin of Carson Street, North 39° 43′ West 166.7 feet; thence South 63° 32′ West 145.2 feet to the easterly margin of Nolensville Road; thence with the easterly margin of said Road, South 26° 28′ East 142.69 feet to the beginning of a curve which has a radius of 25.26 feet northwesterly 18 feet to the northerly margin of Coleman Street; thence with the northerly margin of said Street, North 73° 8′ East 64.8 feet to an iron pin; thence around a slight curve northeasterly 78.52 feet to an iron pin; thence North 50° 4′ East 27.6 feet to the beginning.

Being the same property conveyed to the Ruth H. Bennett Revocable Trust dated June 26, 1978 from Ruth H. Bennett by the trust instrument, a copy of which is attached hereto.

Said property is quitclaimed subject to such limitations, restrictions and encumbrances as may affect the premises.

WITNESS its hand this 9 day of June, 1997.

SUNTRUST BANK, NASHVILLE, N.A.,
TRUSTEE UNDER AGREEMENT WITH
RUTH HEARN BENNETT

By: Stephen E Davis

Title: Group Vice President 01 03CHECK 36.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, NANCY CARR, of the State and County aforesaid, personally appeared Stephen E. DAVIS, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Group Vice Pres. of SUNTRUST BANK, NASHVILLE, N.A., in its capacity as Trustee, the within named bargainor, a national banking association, and that he as such Group Vice Pres, executed the foregoing instrument for the purpose thereih contained, by signing the name of the national banking association by himself as Group Vice President.

WITNESS my hand and seal, in Nashville, Tennessee, this 9th day of June, 1997.

Nancy Carr
NOTARY PUBLIC

My Commission Expires:
9-23-2000

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BOOK 10500 PG 987

TRUST DIVISION

The Third National Bank in Nashville

NASHVILLE, TENNESSEE

Revocable Trust Agreement
for

Ruth Hearn Bennett

THE THIRD NATIONAL BANK IN NASHVILLE,

Nashville, Tennessee

This Agreement is made between Ruth Hearn Bennett, of Nashville, Tennessee, herein called "Grantor", and the THIRD NATIONAL BANK of NASHVILLE, TENNESSEE, herein called "Trustee".

1. *Trust Property.* The Grantor transfers and conveys to the Trustee, in trust, the property described in Schedule A hereto, upon the terms and conditions herein provided. The Trustee acknowledges receipt thereof and agrees to perform the duties imposed upon it. With the consent of the Trustee, the Grantor or others may transfer additional property to this trust, to be held in accordance with the provisions hereof.

2. *Disbursement of Income and Principal.*
   a. *For Life of Grantor.* During the lifetime of the Grantor, the Trustee shall hold, manage, invest and reinvest the trust estate and disburse the income and principal as follows:
      (1) *Income.* The Trustee shall pay the net income to or for the benefit of the Grantor in quarterly installments, or at such intervals as may be agreed upon, or it may accumulate and reinvest same if the Grantor directs. *
      (2) *Principal.* The Trustee shall pay or deliver to the Grantor or others such portions of the principal of this trust as the Grantor shall from time to time request in writing.
      (3) *Encroachment.* The Trustee may encroach upon the principal of this trust for the comfortable maintenance, medical care and welfare of the Grantor if the Trustee shall deem such encroachment advisable, such payments being made directly to the Grantor or such other persons as the Trustee shall deem proper. *
   b. *At Death of Grantor.* Upon the death of the Grantor, the Trustee shall pay and deliver the then trust principal and any undistributed income to the estate of the Grantor.

3. *Revocability.* The Grantor shall have the right to alter, amend or revoke this instrument either in whole or in part by written notice to the Trustee; provided, however, the duties of the Trustee shall not be substantially changed without the Trustee's consent. In case of revocation, the trust estate shall be delivered to the Grantor or to others in accordance with the Grantor's written instructions. The Trustee also reserves the right to resign by written notice to the Grantor.

*The Grantor, Ruth Hearn Bennett, specifically authorizes and requests the Trustee to pay her bills and expenses, t have prepared her income tax re rns issuing che..s from this trust necessary for the payment of such taxes, to secure appraisals as may be

RECORDERS MEMO
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priate action to relieve her of the personal burden of managing her personal financial affairs. The Trustee will first use income from the trust in any such disbursements prior to making any encroachments. BOOK 10500 PG 989

4. *Investments.* The Trustee shall have full power and authority to invest and reinvest in such securities or other property, real or personal, within or without the United States, as the Trustee shall deem proper whether or not the same shall be of the kind commonly regarded by law as proper investments for trust funds. The Trustee shall be further authorized to invest in one or more of its collective funds., **including the NLT Corporation master note.**

5. *Powers.* The Trustee shall have all powers set forth in Section 3 of Chapter 110 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.

6. *Accounting.* The Trustee shall make each year for the Grantor a written account of the administration of the trust, and shall make periodic investment reviews of the trust. The Trustee shall not be required to make reports or to qualify in any Court.

7. *Compensation.* The Trustee shall receive as compensation for its services the fees provided for by its standard schedule of fees in effect at the time the services are rendered, which shall be charged against the income.

8. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

Executed in duplicate on this 26 day of June, 19 78.

Mrs Ruth Hearn Bennett
Grantor

[redacted]3486
Social Security Number

Accepted:
THE THIRD NATIONAL BANK IN NASHVILLE

By _____
Trust officer

LW/jlb 3/12/81

RUTH HEARN BENNETT REVOCABLE TRUST

AMENDMENT NO. 1

To my Revocable Trust with THIRD NATIONAL BANK IN NASHVILLE dated the 26th day of June, 1978, I the undersigned, RUTH HEARN BENNETT, make the following amendments:

1.

After my death the Trustee may buy assets from my estate and lend money to my estate. The Trustee will be empowered to pay to the Executor of my estate or directly to the taxing authorities estate and inheritance taxes and all such payments shall reduce the portion of the trust going to the beneficiary against whom such taxes are apportioned.

2.

The net assets available after my death after the compensation and expenses of the Trustee shall be disposed of as follows:

(A) The first Five Thousand Dollars ($5,000) will be paid over to Mr. and Mrs. Hugh Stinchfield or the survivor living at my death and free of estate and inheritance taxes.

MRS. RUTH HEARN BENNETT

RECORDER'S MEMO
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(B) The balance including any lapsed gift will be divided and disposed of as follows:

(1) One-third to my late husband's nephew WILLIAM CRANE BENNETT if he survives me, otherwise per stirpes to his issue, if any, surviving me, or if none then pro rata among or between the effective shares other than the portion going to Mr. or Mrs. Stinchfield.

(2) One-third to the SEVENTH DAY ADVENTIST CHURCH now located at Blair Boulevard and Natchez Trace, Nashville, Tennessee, and if it is not then in existence to the TENNESSEE-KENTUCKY CONFERENCE OF THE SEVENTH DAY ADVENTISTS and if there is still a failure of beneficiaries this share will be divided pro rata among or between the effective shares other than the portion going to MR. or MRS. STINCHFIELD.

(3) One-sixth to my brother WILLIAM ROBERT HEARN if he survives me otherwise to be divided equally between his wife and daughter ENID HEARN MERCKEL (Mrs. James A. Merckel) if both survive me or all to whichever of them survives me or if neither survives me then per stirpes to the issue of the said ENID HEARN and if there is still a failure of beneficiaries this share will be added to the share next hereinafter specified.

MRS. RUTH HEARN BENNETT

(4) One-sixth to my niece GLENNA MAI HEARN LUND (Mrs. William H. Lund) if she survives me, otherwise per stirpes to her issue surviving me or if none then this share will be added to the share next above specified.

3.

The division of assets may be made in cash or in kind or partly in cash and partly in kind, valuations being made by the Trustee in its discretion and binding on all concerned.

4.

A misnomer of institutions or organizations is not to defeat any such gift and the Trustee in its discretion may determine the identity of the beneficiary.

5.

Gifts to institutions which are tax exempt under the United States Internal Revenue Code are to be free of all apportionment of estate and inheritance taxes.

6.

I reserve all powers contained in said Trust Agreement.

MRS. RUTH HEARN BENNETT

7.

In all other respects the said Trust Agreement is ratified and confirmed.

Executed in duplicate on this 17 day of March, 1981.

MRS. RUTH HEARN BENNETT, Grantor

[redacted]-3486
Social Security Number

ACCEPTED:

THE THIRD NATIONAL BANK IN NASHVILLE,
Nashville, Tennessee

By: _____