Book

STATE OF TENNESSEE
DAVIDSON COUNTY

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 96,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26 DAY OF June 19 97

Notary Public

MY COMMISSION EXPIRES 7-24-99

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE

Michael T. Haley, Atty. THIS INSTRUMENT WAS PREPARED BY
Real Estate Loan Services, Inc. 1100 Kermit Dr. #204 Nashville, TN 37217
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	Send Tax Bills:	MAP-PARCEL NUMBERS
William E. Shahan (NAME)	same (NAME)	115-02-73.00
1117 Sparta Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37205 (CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (P.O. ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, John Stobie Shahan, Successor Trustee of the Anne Stobie Shahan Revocable Inter Vivos Trust

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS TO TRANSFER AND CONVEY UNTO William E. Shahan

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BOOK 10519 PG 315

See Attached Legal Description

0323359
IDENTIFICATION REFERENCE

97 JUL -7 AM 9:29

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

THIS CONVEYANCE IS MADE SUBJECT TO ANY AND ALL ZONING REGULATIONS, BUILDING RESTRICTIONS AND SETBACK LINES, IF ANY, AND EASEMENTS AND RIGHTS FOR PUBLIC UTILITIES APPLICABLE TO THIS PROPERTY; EASEMENTS AND SETBACK LINES OF RECORD IN BOOK 2331, PAGE 150; TAXES FOR THE CURRENT YEAR HAVE BEEN PRORATED AS OF DATE OF DEED AND ASSUMED BY GRANTEE.

unimproved ( )
This is improved (X) property, known as 1117 Sparta Road (House Number) (Street) Nashville TN 37205 (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and personal representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. 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 my hand on this 26 day of June, 19 1997

John Stobie Shahan, Trustee

John Stobie Shahan, Successor Trustee of The Anne Stobie Shahan Revocable Inter Vivos Trust

Witnesses

Maria L. Colon

Maria L. Colon

Amy Dew

Amy Dew

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

STATE OF [redacted] of FLORIDA
[redacted] County of

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John Stobie Shahan, Successor Trustee of the Anne Stobie Shahan Revocable Inter Vivos Trust

the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Gainesville, Florida [redacted] this 26th day of June, 1997

Regina L Kendall Notary Public

Commission Expires 3/16/98

STATE OF TENNESSEE
Davidson County

STATE OF FLORIDA NOTARY PUBLIC

REGINA L. KENDALL
My Comm Exp. 3/16/98
Bonded By Service Ins
No. CC605682
Personally Known ( ) Other I.D.

Before me, , a Notary Public in and for the State and County aforesaid, personally appeared

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 of the a corporation, and that he as such , executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as

Witness my hand and official seal at , , this day of , 19

Notary Public

Commission Expires

WARRANTY DEED

FROM
John Stobie Shahan, Successor Trustee

TO
William E. Shahan

BOOK 10519 PG 316

1241 07/07 0101 03CHECK 400.20

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

LEGAL DESCRIPTION

The following described lot, piece or parcel of land, situate, lying and being in the County of Davidson, State of Tennessee, to-wit:

TAX MAP NO. 115-2 AND TAX PARCEL NO. 73.

Being Lot No. 153 on the Plan of Crestmeade, Section 3, as of record in Book 2331, page 150, Register's Office for said County.

Said Lot No. 153 fronts 129.5 feet on the southerly side of Sparta Road and extends back 349.1 feet on the easterly line and 354.6 feet on the westerly line to a dead line, measuring 149.3 feet thereon.

Being the same property conveyed to Anne S. Shahan, Trustee of the Anne Stobie Shahan Revocable Inter Vivos Trust, dated July 23, 1992, by Quitclaim Deed form Anne S. Shahan, dated August 13, 1992, recorded August 19, 1992, of record in Book 8705, page 613, in the Register's Office for Davidson County, Tennessee. Also acquired by instrument of record in Book 2803, page 388, in the Register's Office for said County.

NOTE: Anne S. Shahan died on May 23, 1996. In Article VIII of the above described Anne Stobie Shahan Revocable Inter Vivos Trust, John Stobie Shahan is appointed as Successor Trustee upon the death, resignation or incapacity of Anne Stobie Shahan. Anne Stobie Shahan died in Gainesville, Alachua County, Florida.

SEE ATTACHMENT "B" for Trust Agreement recorded herewith

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

State of Florida
X9. ~~SHALL~~ HT County of Alachua

ATTACHMENT "B"

On this the 26th day of June, 1997, I hereby certify that this is a true and correct copy of the original ANNE STOBIE SHAHAN REVOCABLE INTER VIVOS TRUST dated 7-23-92.

ANNE STOBIE SHAHAN REVOCABLE INTER VIVOS TRUST

Notary Public

THIS AGREEMENT, entered into this 23rd day of July, 19 92, by and between ANNE STOBIE SHAHAN, of the State of Florida, hereinafter referred to as the "Grantor" and "Trustee." Any singular use of the word Grantor or Trustee shall also have the same effect as in the plural. Any word pertaining to masculine gender shall also pertain to the feminine gender.

WALTER M. TOVKACH
MY COMMISSION # CC359008 EXPIRES
May 8, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

WITNESSETH: BOOK 10519 PG 318

The Grantor hereby transfers to the Trustee the property described on the attached Schedule "A". This property and any other property received by the Trustee hereunder shall be held for the benefit of Grantor and distributed upon the following terms and conditions:

ARTICLE I

NAME

A. This Trust shall be known and described as: THE ANNE STOBIE SHAHAN REVOCABLE INTER VIVOS TRUST.

ARTICLE II

DISPOSITIVE PROVISIONS

The Trustee shall hold, manage, invest and reinvest the Trust estate and shall apply and distribute the income and principal of the Trust estate as follows:

A. During the life of the Grantor, the Trustee shall pay the net income and any portion of the principal from the Trust to the Grantor in convenient installments as requested by Grantor. If Grantor is ever incapable of making such requests, as determined by the attending physicians, then the Trustee, at any time and from time to time, shall distribute to or for the benefit of the Grantor, such portion or all or none of the income or principal, or both, of this Trust as the Trustee, in said Trustee's absolute discretion, deems necessary or desirable to provide for the proper health, education, maintenance and support of the Grantor or his dependents.

B. Upon the death of the Grantor, the Trustee shall: BOOK 10519 PG 319

1. Payment of Estate Debts. Provide for payment out of the trust principal, without seeking reimbursement or recovery from any person, of all (a) Grantor's legally enforceable debts, including debts owed by Grantor to a Trustee individually, except debts which constitute a lien or encumbrance on real property, (b) the expenses of Grantor's last illness and funeral, (c) the administration expenses payable by reason of Grantor's death, and (d) the estate, inheritance and other death taxes (including interest and penalties, if any, but excluding any generation-skipping tax) payable in any jurisdiction by reason of Grantor's death (including those administration expenses and death taxes payable with respect to assets which do not pass under this trust) other than that part of any such death taxes attributable to property in which Grantor has a qualifying income interest for life or over which Grantor has a power of appointment and with respect to which the personal representative of Grantor's estate shall be entitled to reimbursement or recovery. The Trustee shall be authorized to lend money to the Estate for the Estate debts. However, none of the preceding items shall be paid out of amounts received by the Trustee not otherwise includable in Grantor's gross estate for federal estate tax purposes, nor any property derived originally from any such amount. The Trustee shall certify to the personal representative of Grantor's probate estate the extent to which the principal available for payment of the preceding items is or will be insufficient. The Trustee may rely on written documentation from the personal representative of Grantor's estate as to the amount of reimbursement needed and need not make an independent effort as to the amounts or items involved.

2. Distribution of Trust Assets: The remainder of the trust assets, not allocated as in paragraph 1 above of whatsoever kind or character and wheresoever situate, whether the property is presently owned or hereafter acquired by the trust, shall be distributed equally to my children, WILLIAM E. SHAHAN, II, MARGARET SHAHAN MOODY and JOHN STOBIE SHAHAN, per stirpes.

ARTICLE III

Trustee's Powers

In the administration of these Trusts, the Trustee shall have the following powers, all of which shall be exercised only in a fiduciary capacity, primarily in the interest of the beneficiary:

A. To hold, manage and control the trust estate.

HT

BOOK 10519 PG 320

B. To distribute in kind or in cash.

C. To make Tax elections.

D. To obtain loans.

E. To sell, exchange, encumber or lease (including a lease for a period extending beyond the term of this Trust) all or any part of the property of the trust estate upon such terms, cash or credit, or both, as he may deem advisable.

F. Without regard to diversification, to invest the trust estate in and to retain for the account of the trust estate, such properties as men of prudence purchase for their own account, having regard not to speculation, but to the permanent disposition of their funds, and considering the probable income as well as the probable safety of their capital, including, but not by way of limitation, real property or interests therein, stocks, bonds, debentures, or other securities of corporations, and similar entities, and shares or interests in investments, trusts and investment companies, to trade in futures, options and purchase stock on margins.

G. To determine what is principal or income of the trust estate and to apportion and allocate receipts and expenses as between these accounts except that: (1) premiums paid on bonds, debentures or other money obligations shall be amortized out of income; (2) capital gains and losses shall be allocated to principal; (3) current expenses shall be paid out of income; and (4) any debt on real or personal property held by the trust shall be paid out of income.

H. To demand, receive, receipt for, sue for, and collect any and all rights, money, properties or claims to which this trust may be entitled and to compromise, settle, arbitrate or abandon any claim or demand in favor of or against this trust.

I. Subject always to his fiduciary obligations, the Trustee shall have, as to the trust estate, all of the rights, powers and privileges which an absolute owner of the same property would have, including, but not limiting the foregoing, such powers of delegation as giving proxies, depositing securities with and transferring title to committees representing security holders, participating in voting trusts, holding assets in the name of a nominee, reorganizations and other arrangements and transactions requiring participation by and among security holders for their common benefit.

J. The Trustee may freely act under all or any of the powers by this Agreement given to him in all matters concerning this trust, after forming his judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of this trust and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interest therein, or the consent or approval of any court, and notwithstanding that he may also be acting individually, or as trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or may be interested in connection with the same matters as shareholder, director or otherwise, provided, however, that he shall exercise such powers at all times in a fiduciary capacity primarily in the interest of the beneficiary thereunder.

K. The Trustee may, in the event depreciable real property is an asset of the Trusts, set up a depreciation reserve as a means to keep all property in repair. Such reserve shall be taken from and not out of principal.

L. To afford ease and savings of the administration thereof, the Trustee may, in his discretion, merge any trusts hereunder which provide the same terms and conditions for the same beneficiaries.

M. The Trustee shall only be required to make accountings to current income beneficiaries unless otherwise required by Florida law.

The powers herein granted to the Trustee shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to Florida law, and shall include all powers necessary to carry the same into effect.

ARTICLE IV

Insurance

A. Any policies of life insurance issued on Grantor's life, made payable to the Trustee hereunder, shall be listed on the attached Schedule "B" and, at the death of Grantor, the proceeds shall be added to the principal of the Trust. The Grantor reserves to himself all rights now or hereafter vested in him as owner and the insured under the policies subject hereto, including, but not limited to, the rights to change beneficiaries, to borrow on policies from the issuer or other lenders, to pledge, convert, assign, sell and surrender policies, and to receive dividends, proceeds of maturing policies, and all other payments available under the policies.

B. The Trustee shall have no duty to pay any premiums on any of said policies; no liability to any person if any should lapse or otherwise be uncollectible and, upon the insured Grantor's death, shall not be obligated to bring action to enforce payment of any policy until indemnified to its satisfaction against all costs, attorney fees and other expenses of suit.

C. The companies issuing such policies shall have no responsibility for the application of the proceeds paid to the Trustee or the proper discharge of the trust.

D. The Trustee shall not be held responsible or liable in the selection or quality of any insurance company or life insurance policy on Grantor's life.

ARTICLE V

Spendthrift Provision

The interest of any beneficiary in principal or income of this trust estate shall not be subject to assignment, alienation, pledge, attachment or claims of creditors of such beneficiary.

ARTICLE VI

Trustee's Compensation

The Trustee shall be entitled to receive a fair and just compensation for their services hereunder and shall also be reimbursed for all reasonable expenses incurred in the management and protection of the Trust estate.

ARTICLE VII

Limitation on Powers

Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to Trustees generally pursuant to law shall be construed to enable the Grantor, or the Trustee, or any other person to purchase, exchange, or otherwise deal with or dispose of the principal or income of this Trust for less than an adequate or full consideration in money or money's worth, or to enable the Grantor or the Trustee to borrow the income or principal of the trust, directly or indirectly, without adequate interest or security. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any stock or other securities of this Trust, to control the investment of this Trust either by directing

investments or reinvestments or by voting proposed investments or reinvestments, or to reacquire or exchange any property of this Trust by substituting other property of an equivalent value.

ARTICLE VIII

Trustees and Successor Trustees.

A. ANNE STOBIE SHAHAN shall serve as the Trustee of this Trust.

B. Upon the death, resignation or incapacity of ANNE STOBIE SHAHAN, then my son, JOHN STOBIE SHAHAN, shall serve as Trustee. In the event he is unable or unwilling to serve, I appoint my son, WILLIAM E. SHAHAN, II, to serve.

C. Any Trustee may resign this trust at any time by giving sixty (60) days written notice and a final accounting, prior to such resignation, personally, or by registered mail, to the Grantor or if he is deceased, to the remainder beneficiaries then entitled to the corpus. If the final accounting is not approved of by the Grantors, or if State law prohibits such resignation, the Trustee shall be required to file his resignation and final accounting in a court of competent jurisdiction.

ARTICLE IX

Bond

No bond or other security shall be required of the individual Trustee.

ARTICLE X

Revocability

During the life of the Grantor, this Trust is revocable and can be amended, modified or terminated with the written consent of the Grantor. Upon the death of the Grantor, this trust and all separate trusts within this trust become irrevocable and neither the Grantor, the Trustee nor any other person shall have the right, alone or with any other person, to alter, amend, revoke or terminate this trust.

ARTICLE XI

State Law

The Trust hereby created shall be deemed a Florida trust, and this instrument shall be governed and construed, and the rights, obligations and duties of the Trustee and the beneficiaries, and all persons having any interest herein, shall be determined in accordance with the laws of the State of Florida.

ARTICLE XII

Additions to Trust Property

The Trustee may receive any other property, real or personal, including life insurance policies, devised, bequeathed, granted, conveyed, transferred, assigned or made payable to it by the Grantor, or any other person including the named beneficiaries for the purpose of the trust hereby created, and all such property shall be held by the Trust, subject to the terms and conditions of this Trust.

ARTICLE XIII

This Trust Agreement shall be binding upon the heirs, administrators, or assigns of the Grantor, and the beneficiary herein, and upon the heirs, executors, administrators, successors or assigns of the Trustees hereof.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written, have set their hands to this Agreement.

Signed, sealed and delivered
in our presence as witnesses:

Anne S. Shahan
ANNE STOBIE SHAHAN,
Grantor and Trustee

STATE OF FLORIDA
COUNTY OF ALACHUA

Subscribed and sworn to before me by ANNE STOBIE SHAHAN, Grantor and Trustee, on the 23 day of July, 1992.

KIMBERLY K. ZINKEL
MY COMMISSION # AA 605817
EXPIRES: September 14, 1992
(SEAL)

Kimberly K. Zinkel
Print Name:
Notary Public, State at Large
My Commission Expires:
My Commission Number:

Personally known _____ or produced identification ✓

Type of Identification Produced: S500-057-13-563-0 FLDL

HT

SCHEDULE A

BOOK 10519 PG 325

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10519 PG 326

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	96000.00
CON TX	355.20
PRFEE	1.00
WDEED	44.00
TOTAL	400.20
CHECK	400.20

07/07/97 01 09:27:0001 1241

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0323359
IDENTIFICATION REFERENCE

97 JUL -7 AM 9:29

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 1170806