This instrument prepared by:

Harris A. Gilbert, Esq.
Wyatt, Tarrant & Combs
511 Union St., Suite 1500
Nashville, TN 37219

**QUITCLAIM DEED**

| **Address New Owner(s) Of a 60% Interest in Property** | **Send Tax Bills To** | **Map-Parcel** |
|---|---|---|
| Susan Faye Weinberger Loft, | Bernie Goldstein | 091-05-0 135.00 |
| Mark Weinberger, | 155 Belle Forest Circle | 091-09-0 021.00 |
| Jay Weinberger, | Nashville, TN 37221 | 092-10-0 106.00 |
| Sheila Weinberger, | | 091-09-0 019.00 |
| Michael Weinberger, | | 091-09-0 064.00 |
| Sheila Weinberger, Trustee | | 091-09-0 018.00 |
| for Beth Weinberger, | | 091-09-0 025.00 |
| Gary Litoff, and | | 092-03-0 183.00 |
| Marlene Litoff Chastain | | 092-03-0 184.00 |
| c/o Bernie Goldstein | | 092-05-0 310.00 |
| 155 Belle Forest Circle | | 081-11-0 224.00 |
| Nashville, TN 37221 | | 91-9 17.00 |

For and in consideration of love and affection I bear towards my grandchildren and for no monetary consideration and to memorialize and document a transaction which occurred many years ago in the year 1971 or 1972, I, Minnye K. Weinberger, a widow, do hereby state the following:

On November 1, 1971, Minnye K. Weinberger and Sol Weinberger of Nashville, Tennessee, called the Grantor, and Sherron J. Weinberger, their son, as Trustee, entered into a Trust Agreement for the use and benefit of Grantor's eight grandchildren, namely, Susan Faye Weinberger Loft, Mark Weinberger, Jay Weinberger, Sheila Weinberger, Michael Weinberger, Sheila Weinberger, Trustee for Beth Weinberger, Gary Litoff, and Marlene Litoff Chastain. Said Trust Agreement is attached hereto and made Exhibit A. All of said grandchildren have reached the age of 21 years old and their interest in the corpus of said trust is now vested.

The corpus of said trust was funded by a gift of Grantor of 60% of her interest in numerous real properties in Davidson County, Nashville, Tennessee, the legal descriptions of which are attached hereto as Exhibit B.

Said real properties were owned as tenants in common by Grantor, Minnye K. Weinberger, and Anne Goldstein, with Grantor owning a 50% interest in said real properties. The gift made by Grantor to the said trust corpus was 60% of Grantor's interest in said real property. For the past 26 years, Grantor has recognized said gift and federal income taxes have been paid according to the gift made at that time to the 6100 Company Partnership, which was the operating entity or nominee for the owners of said realty.

In order to memorialize said gift and to vest title by legal document as is appropriate, I, Minnye K. Weinberger, a widow, (the said Sol Weinberger and Sherron J. Weinberger now being deceased), by these presents do quitclaim and convey unto Susan Faye Weinberger Loft, Mark Weinberger, Jay Weinberger, Sheila Weinberger, Michael Weinberger, Sheila Weinberger, Trustee for Beth Weinberger, Gary Litoff, and Marlene Litoff Chastain, as Tenants in Common, each owning an undivided one-eighth interest, hereinafter called the Grantees, and their successors, heirs and assigns, 60% of her right, title, and interest in and to certain tracts or parcels ofland located in Davidson County, State of Tennessee, as described on Exhibit B.

PROPERTY DESCRIBED ON EXHIBIT B, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

The legal descriptions contained herein are the same as that contained in the previous deeds of record.

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

This is improved property known as:

Tract 1:
611 Vernon Avenue
Nashville, Tennessee
091-05-0 135.00

Tract 2:
609 Vernon Avenue
Nashville, Tennessee
091-09-0 021.00

Tract 3:
2817 Torbett Street
Nashville, Tennessee
092-10-0 106.00

Tract 4:
6100 Robertson Avenue
Nashville, Tennessee
091-09-0 019.00

Tract 5:
6109 Robertson Avenue
Nashville, Tennessee
091-09-0 064.00

Tract 6:
6110 Robertson Avenue
Nashville, Tennessee
091-09-0 018.00

Tract 7:
608 Vernon Avenue
Nashville, Tennessee
091-09-0 025.00

Tract 8 and Tract 9:
2108 & 2110 Morena Street
Nashville, Tennessee
092-03-0 183.00 and 184.00

Tract 10:
32nd Ave, N.
Nashville, Tennessee
092-05-0 310.00

Tract 11:
1724 17th Ave, N.
Nashville, Tennessee
Map 081-11-0 224.00

Tract 12:
6112 Robertson Avenue
Nashville, Tennessee
Map 91-9, Parcel 17

Witness my hand this the 2nd day of April, 1998.

Minnye K. Weinberger
MINNYE K. WEINBERGER

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, Debra K. King, a Notary Public in and for said county and state, the within named **MINNYE K. WEINBERGER**, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of April, 1998.

Commission Expires 9-18-99

Debra K. King
NOTARY PUBLIC

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is -0- ($0.00).

H. G. Haggerty
AFFIANT

Subscribed and sworn to before me, this the 21st day of May, 1998.

Commission expires:

Susanne C. Pugh
NOTARY PUBLIC

My Commission Exoires SEPT. 26, 1998

H:\HAG\WEINBQ.DED (March 2, 1998; 2:50pm)

EXHIBIT A

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COPY

TRUST AGREEMENT

BOOK 10949 PG 698

This Trust Agreement, made November 1, 1971, between MINNYE K. and SOL WEINBERGER of Nashville, Tennessee, hereinafter called the Grantor, and SHERRON J. WEINBERGER, hereinafter called the Trustee.

1. TRUST PROPERTY. The Grantor hereby assigns and delivers to the Trustee, in trust, the property listed in the schedule annexed hereto, receipt of which is hereby acknowledged by the Trustee, to be held in trust for the uses and purposes hereinafter expressed and subject to the conditions of the trust hereinafter provided. Said trust shall be designated as the WEINBERGER TRUST FUND.

2. DIVISION OF CORPUS. The trust corpus shall be divided by the Trustee into equal shares, so as to provide one share for the primary benefit of each of the Grantor's grandchildren:

(a) Susan Faye Weinberger Left
(b) Mark Weinberger
(c) Jay Weinberger
(d) Sheilla Weinberger
(e) Michael Weinberger
(f) Beth Weinberger
(g) Gary Litoff
(h) Marlene Litoff

All of the shares shall thereafter constitute and be administered by the Trustee as one trust. Whenever a new grandchild is born to or adopted by the Grantor's children, a new separate share shall be established for him or her on the date of the birth or final adoption of such grandchild; however, the interests of any grandchild hereunder shall become vested when he or she reaches the age of twenty-one (21). The Trustee shall transfer to the new separate share an equal portion of the trust property of each

EXHIBIT A

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of the then-existing separate shares such that the new share shall amount to a fraction, the numerator of which is the total of principal and currently undistributed income of the separate existing shares, and the denominator of which is the number of separate existing shares plus the number of new shares to be created. The grandchildren of the Grantor are hereinafter sometimes referred to collectively as "primary beneficiaries" and separately as "primary beneficiary".

3. DISPOSITIVE PROVISIONS. The Trustee shall hold, manage, invest and reinvest the trust estate and shall collect and receive the interest, income and profits therefrom for the benefit of the primary beneficiaries, upon the following terms:

(a) The Trustee shall annually distribute to, or expend for the benefit of, the primary beneficiaries until each attains the age of twenty-one (21) years, so much of the current income.

(b) As each primary beneficiary attains the age of twenty-one (21) years, the trust as to his or her share shall terminate, and his or her entire share of the trust estate as it shall then exist, both principal and income, shall be paid and distributed to him or her, free and discharged of all trust; provided, however, that said primary beneficiary within thirty (30) days after he or she attains the age of twenty-one (21) years shall have the right, personal to him or her alone and within his or her discretion, to direct the Trustee to continue his or her share in trust until he or she shall have attained the age of thirty (30) years. Upon exercising the right of extension, the trust income earned thereafter shall be paid to him or her annually, and when said primary beneficiary

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BOOK 10949 PG 700

[illegible] the trust shall terminate as to such individual and all of his or her share of the trust property then remaining shall be distributed outright and free of trust to such beneficiary. Provided, however, that any beneficiary, after attaining the age of twenty-one (21) years and making such extension, upon written demand and upon receipt of which by the trustee with thirty (30) days' notice, may require termination of said beneficiary's trust interest and delivery of his or her share of the trust property to the beneficiary.

(c) Should primary beneficiary die before attaining the age of twenty-one (21) years (or before attaining the said age of thirty (30) years, if the trust shall have theretofore been extended), then the trust shall terminate and all trust properties then held by the Trustee shall be paid over and distributed to such person, persons, or corporations, including the beneficiary's own estate, in such amounts and in such manner as the said primary beneficiary may appoint by his last will and testament duly admitted to probate by a court of competent jurisdiction, provided, that this power of appointment is specifically referred to by the terms of such will. Should primary beneficiary die before attaining the age of twenty-one (21) years (or on or before the termination of the trust, if extended), and fail to validly exercise the general testamentary power of appointment hereinabove conferred upon him, then that share shall terminate as to such deceased primary beneficiary, and the corpus and undistributed income thereof shall be apportioned to his or her then-living descendants in equal shares, per stirpes, or if none, then in equal shares, per capita, to the other primary

beneficiaries then living.

4. TRUSTEE'S POWERS. In the administration of the trust, the Trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily in the interest of the beneficiaries:



(a) To hold any or all of the trust estate in the form of investment in which received. The Trustee may make payments for the benefit of the primary beneficiaries directly to him or her, or to the guardian of his or her person, or to any other person deemed suitable by the Trustee, or by direct payment of expenses incurred for his or her benefit.

(b) To sell at public or private sale, to mortgage, create a security interest in, pledge or hypothecate, or to exchange or lease (including lease for a period extending beyond the term of this trust), any stocks, notes, securities, real estate, minerals, and other trust property, upon such terms, cash or credit, or both, as he may deem advisable.

(c) To invest and reinvest the trust estate, without limitation to trust or chancery investments, in investments of any kind, real or personal, including, without limitation, stocks, bonds, notes, mortgages, lands, minerals, royalties, leaseholds, participations in partnerships, joint ventures, and other business enterprises.

(d) To construct, add to, repair or demolish (in whole or in part) any improvements upon any trust property.

(e) To participate in any reorganization, consolidation, merger or dissolution of any corporation, the stocks, bonds, or other securities of which may be held at any time as part of the trust estate, and to receive and continue to hold any property which may be allocated or distributed to him by reason

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of participation in any such reorganization, consolidation, merger or dissolution.

(f) To make or hold investments or any part of the trust estate in common or undivided interests with other persons, corporations, or trusts.

BOOK 10949 PG 702

(g) 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.

(h) To borrow funds for this trust in such amounts and for such purposes as to the Trustee shall seem for the best interest of this trust and the beneficiaries thereof, and to purchase property on the credit of this trust, and, in connection with such borrowing or such purchase, to execute and deliver promissory notes or other evidences of indebtedness of this trust and to mortgage, create a security interest in, or pledge all or any part of the trust estate to secure payment of such indebtedness, and to repay such indebtedness out of the trust estate.

(i) To employ agents, legal counsel, brokers, and assistants, and to pay their fees and expenses, as the Trustee may deem necessary or advisable to carry out the provisions of this trust.

(j) To vote in person or by proxy any shares of stock which may form part of this trust.

(k) To lend money to any person or persons upon such terms, but with adequate interest and security, as he may deem advisable for the best interest of this trust and the beneficiaries hereunder.

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BOOK 10949 PG 70

(l) To elect, appoint and remove directors of any corporation, the stock of which shall constitute trust property, and to act as a director and officer of any such corporation.

(m) Generally, and without limitation by any specific enumeration herein, to manage, control, operate, convert, reconvert, invest, reinvest, sell, exchange, lease, mortgage, create a security interest in, pledge, pool or otherwise encumber and deal with the property of this trust, for and in behalf of this trust and the beneficiaries thereof, to the same extent and with the same powers that any individual would have in respect to his own property and funds.

(n) 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 interested 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 beneficiaries hereunder.

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 law, and shall include all powers

EXHIBIT B

**Tract 1:**

BOOK 10949 PG 704

Being the easterly part of lot No. 35 on the Plan of the subdivision of the B.F. Cockrill Farm, as of record in book 161, pages 134 and 135, Register's Office for said County.

Said part of lot No. 35 fronts 294.3 feet on the westerly margin of Vernon, formerly Cockrill, Avenue and extends back from the center of said Avenue, between parallel lines 350 feet to a dead line.

Being the same property conveyed to Minnie K. Weinberger and Anne Tina Goldstein, a partnership doing business as 6100 Company, by deed from J. G. Edwards and A. C. Oakley, of record in Book 2650, Page 547, Register's Office for Davidson County, Tennessee.

611 Vernon Avenue
Nashville, Tennessee
091-05-0 135.00

**Tract 2:**

Land in Davidson County, Tennessee, being the northerly 50 feet of the easterly 150 feet of Lot No. 36 on the Map of the subdivision of the B. F. Cockrill Farm, as of record in Book 161, page 134 and 135, Register's Office for said County.

SAID part of Lot No. 36 fronts 50 feet on the westerly side of Vernon, formerly Cockrill Avenue, and runs back from the center of said Avenue 150 feet to a dead line.

BEING the same property conveyed to Anne Goldstein and Minnye Weinberger, partners, d/b/a/ 6100 Company, by deed from Earnest Eugene Hayes and wife, Othie O. Hayes, of record in Book 4413, Page 914, Register's Office for Davidson County, Tennessee.

609 Vernon Avenue
Nashville, Tennessee
091-09-0 021.00

**Tract 3:**

Land in Davidson County, Tennessee, being Lots Nos. 65 and 66 and the westerly half of Lot No. 64 on the Plan of T. M. Steger's Subdivision of part of the Barrow Lands, called his 1st Addition, as of record in Book 421, page 112, Register's Office for said County.

Said Lots Nos. 65 and 66 and the westerly half of Lot No. 64 front together 100 feet on the southerly side of Torbett Avenue, formerly West Hill Street, and run back between parallel lines, 125 feet more or less to an alley.

Being the same property conveyed to Minnie K. Weinberger and Annie Tina Goldstein, dba 6100 Company, by deed from Joseph G. Williams and wife, Tabitha Williams, of record in Book 3400, Page 71, Register's Office for Davidson County, Tennessee.

2817 Torbett Street
Nashville, Tennessee
092-10-0 106.00

**Tract 4:**

Land in the 8th, formerly the 12th, Civil District of Davidson County, Tennessee, being part of Lot No. 36 on the map of the subdivision of the B. F. Cockrill Farm, as of record in Book 161, pages 134 and 135, Register's Office for said County, described as follows:

Beginning in the center of Vernon, formerly Cockrill, Avenue at its intersection with the center line of Robertson Avenue; thence with the center of Vernon Avenue, North 5 deg. East 194.3 feet to the southeast corner of the property conveyed to James R. Bailey and wife, by deed from J. M. Marable and wife, of record in Book 1510, page 103, said Register's Office; thence with Bailey's southerly line, westwardly 150 feet; thence northwardly 100 feet to the line between Lots Nos. 35 and 36; thence with the line between said two lots North 85 deg. West 92 feet; thence South 5 deg. West 294.3 feet to the center of Robertson Avenue; thence with the center of said Avenue, South 85 deg. East 242 feet to the beginning.

Being part of the same property conveyed to Anne Goldstein and Minnye K. Weinberger by deed from J. M. Marable and wife, Jessie H. Marable, of record in Book 1908, Page 533, Register's Office for Davidson County, Tennessee.

6100 Robertson Avenue
Nashville, Tennessee
091-09-0 019.00

**Tract 5:**

Land in Davidson County, Tennessee, being the westerly 50 feet of Lot No. 17 on the Plan of T. M. Nall's Subdivision of Lots Nos. 18, 19 and 20 of the B. F. Cockrill Land, as of record in Book 421, Page 63, Register's Office for said County.

Said part of Lot No. 17 fronts 50 feet on the southerly side of Robertson Road and runs back between parallel lines 217.8 feet to a dead line, measuring 50 feet thereon.

Being part of the property conveyed to Anne T. Goldstein and Minnye K. Weinberger by deed from Percy E. Williams, a widower, of record in Book 4104, Page 692, Register's Office for Davidson County, Tennessee.
6109 Robertson Avenue
Nashville, Tennessee
091-09-0 064.00

**Tract 6:**

Land in Davidson County, Tennessee, being land in the 8th, formerly the 12th Civil District of said County, being part of lot No. 36 on the Map of the B. F. Cockrill Farm, of record in Book 161, page 134 and 135, said Register's Office, described as follows:

BEGINNING at a point in the center line of Robertson Avenue, being the southeasterly corner of the property conveyed to Miller Kimbrough and wife, by deed of record in Book 1493, page 422, thence easterly along the center line of Robertson Avenue 60 feet to a point, which is 242 feet more or less, west of the center line of Cockrill Avenue; thence northerly 294.3 feet more or less, to the line of Lot No. 35; thence with the line of the same westerly 60 feet to the said Kimbrough's corner; thence with his easterly line in a southerly direction 294.3 feet more or less, to the point of beginning.

BEING the same property conveyed to Ann Tina Goldstein and Minnye K. Weinberger by deed from Robert W. Smith and wife, Joan G. Smith, of record in Book 4032, page 469, Register's Office for Davidson County, Tennessee.

6110 Robertson Avenue
Nashville, Tennessee
091-09-0 018.00

**Tract 7:**

Being the northerly 50 feet of lot No. 7 on the map showing resubdivision of Westover Subdivision of lot No. 37 of the Cockrill Farm, as of record in Plan Book 421, page 25, Register's Office for said County.

Said part of lot No. 7 fronts 50 feet on the easterly side of Vernon Avenue and extends back between parallel lines 175 feet to a dead line.

Being part of the property conveyed to Minnie K. Weinberger and Anne Tina Goldstein, a partnership, doing business as 6100 Company, by deed from Sam M. Prince and wife, Bessie Lee Prince, of record in Book 3096, Page 267, Register's Office for Davidson County, Tennessee.

608 Vernon Avenue
Nashville, Tennessee
091-09-0 025.00

**Tract 8 and 9:**

Land in Davidson County, Tennessee, being Lots Nos. 30 and 31 on the Plan of the Subdivision of Lot No. 3, Harding Lytle Tract, as of record in Book 547, page 72, Register's Office for said County.

Said Lots Nos. 30 and 31 front together 100 feet on the northerly side of Morena Street and run back 161.6 feet on the easterly line and 162.05 feet, more or less, on the westerly line to an alley, measuring 100 feet thereon.

Being the same property conveyed to Minnie K. Weinberger and Anne Tina Goldstein, d/b/a Sixty-One Hundred Co., by deed from H. G. Hill Realty Company, of record in Book 3402, Page 29, Register's Office for Davidson County, Tennessee.

2108 & 2110 Morena Street
Nashville, Tennessee
092-03-0 183.00 and 184.00

**Tract 10:**

Being Lot No. 2 in George E. Jackson's Subdivision of the Marable Lands, of record in book 161 page 86 R. O. D. C. Tennessee. Said Lot No. 2 fronts 40 feet on the westerly margin of Pilcher Avenue now 32nd Avenue North and extends back westerly between parallel lines 140 feet to an alley.

Being the same property conveyed to Mrs. Sol Weinberger and Mrs. Ann Tina Goldstein d/b/a Sixty-One Hundred Company, by deed from Davids S. Bubis and wife, Hattye Bubis, of record in Book 3368, Page 553, Register's Office for Davidson County, Tennessee.

32nd Avenue, North
Nashville, Tennessee
092-05-0 310.00

**Tract 11:**

Land in Davidson County, Tennessee, being the southerly one-half of Lot No. 362 in McGavock Wetmore and Others Second Addition to Nashville, called the Addition to the Town of McGavock, a plan of which is of record in Book 21, page 41, Register's Office for said County.

Said part of said Lot No. 362 fronts 50 feet on the easterly side of 17th Avenue North, fomerly James Street, and runs back between parallel lines 170 feet to an alley.

Being part of the same property conveyed to Minnie K. Weinberger and Anne Tina Goldstein d/b/a Sixty-One Hundred Co., by deed from Samuel Belfield Taylor, a widower, of record in Book 3368, Page 276, Register's Office for Davidson County, Tennessee.

1724 17th Avenue, North
Nashville, Tennessee
Map 081-11-0 224.00

**Tract 12:**

BOOK 10949 PG 709

Land in Davidson County, Tennessee, being the easterly 50 feet of the westwardly 438 feet of Lot No. 36 on the Map of the Subdivision of the B.P. Cockrill Farm, as of record in Book 161, pages 134 and 135, Register's Office for Davidson County, and described as follows:

Beginning in the center of Robertson Avenue at a point 302 feet west of the center line of Vernon Avenue, formerly Cockrill Avenue, being the southwest corner of the property conveyed to L. K. McMahan and wife, by deed of corrections from J. M. Marable, et al, of record in Book 1493, page 422, said Register's Office; thence with the center of Robertson Avenue westwardly 50 feet; thence northerly 294.3 feet to the southerly line of Lot No. 35; thence with a line eastwardly 50 feet to the northwest corner of said McMahan property; thence with said McMahan property's westwardly line, southwest 294.3 feet to the beginning.

Being the same property conveyed to Anne T. Goldstein and Minnye K. Weinberger, by deed from Macon D. Green and wife, Jean M. Green, of record in Book 4087, Page 612, Register's Office for Davidson County, Tennessee.

6112 Robertson Avenue
Nashville, Tennessee
Map 91-9, Parcel 17


0443120

IDENTIF. ↑ REFERENCE

98 MAY 28 PM 3:37

DAVIDSON COUNTY, TN.

PICK-UP