Davidson County DEEDQC
Recvd: 02/21/01 11:59 5pgs
Fees:22.00 Taxes:0.00
20010221-0016148

QUITCLAIM DEED

ADDRESS New Owner
Map No. Send tax bills to: The Hiram and Mary Harper Living Trust
Parcel No. 1929 Berkshire Dr., Nashville,TN 37216

AFFIDAVIT OF VALUE

I swear or affirm that the actual consideration given for the transfer of this property was none.

Hiram C. Harper

Hiram C. Harper
Sworn or subscribed before me on the 16 day of Feb., 2001
My license expires: 10-25-03

Notary Public

We, Hiram Chester Harper and Mary Charlene S. Harper, the Grantors, hereby transfer and assign all of our right, title and interest in and to the real property described on Exhibit A attached to this document to The Hiram and Mary Harper Living Trust, the Grantee, effective the day and date written below.

Signed effective the 1st day of January, 2001 .

GRANTORS:

Hiram C. Harper
Hiram C. Harper

Mary Charlene S. Harper
Mary Charlene S. Harper

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Hiram C. and Mary C. Harper, personally appeared before me on 16 day of Feb., 2001, and acknowledged that they signed the attached document, for the purposes stated therein. They are known to me or personally acknowledged themselves identity.

My license expires: 10-25-03

Notary Public

THIS INSTRUMENT PREPARED BY:
T. EDWARD SETTLES, ESQ.
683 BEESLEY RD.
MURFREESBORO, TN 37128
(615) 904-8636
itisyourmoney@home.com

EXHIBIT A

A certain tract or parcel of land in Nashville, Davidson County, State of Tennessee, as follows:

Being Lot No. 64 on the Plan of Burchwood Gardens, Section II, as of record in Book 2900, Page 66, Register's Office for said County.

Said lot fronts 79 feet on the north side of Berkshire Drive and runs back 171.2 feet on the east line and 154.17 feet on the west line to a dead line in the rear on which it measures 92 feet.

Being the same property conveyed to Grantors by deed of record in Book 99 , Page 723 , Register's Office, Davidson County, TN.
3281 195

This document has been prepared from the information provided by the Grantors. The preparation of this deed neither makes nor implies any opinion of the preparer as to the title nor as to the accuracy of the description of the property conveyed herein.

The Hiram and Mary Harper Living Trust

ABSTRACT OF TRUST AGREEMENT
FOR
HIRAM A. HARPER and MARY C. HARPER

THIS AGREEMENT is made and entered into this 21 day of Dec., 2000, between Hiram A. Harper and Mary C. Harper of Davidson, State of Tennessee. The name of the trust is The Hiram and Mary Harper Living Trust, dated, 12/21/00.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Description of Trust. The parties desire to confirm the establishment of a revocable trust on the date above and amendments for the benefit of Trustees(Co-Trustees) as husband and wife(if applicable) and containing, among others, the following provisions:
2. Initial Trustees. Hiram A. Harper and Mary C. Harper are designated as Co-Trustees(Trustee), to serve until death. If for any reason they are unable or unwilling to serve, the other will serve as sole Trustee.(If applicable)
3. Successor Trustees. Upon the removal of both Co-Trustees(Trustee), the Successor Trustee is designated as ACathy H. Waggener. If he/she is unable or unwilling to serve then I appoint Gina H. Islinger. If He/she is unable or unwilling to serve, I appoint David M. Harper.
4. Power to Alter Succession of Trustees. After the death of either Co-Trustee(Trustee), the surviving Co-Trustee(if applicable) shall have full power and authority to alter the succession of trustees by written Designation of Successor Trustee(s) filed with the then acting Trustee.
5. Division of Trust Upon Death of a Co-Trustee. There is no division of Trust property.
6. Trustee's Powers. Any Trustee or the Successor Trustee, has the power and authority to manage and control the trust property in such a manner as the Trustee or Successor Trustee may deem advisable, and they shall have, enjoy and exercise all powers and rights over and concerning property and proceeds thereof as fully and amply as though the Trustees were in absolute and unqualified owners of same, including, but not limited to, the following:

   Power to Manage Trust Property. The power to grant, exchange, lease, sell and convey real and personal property;

   Power to Borrow. The power to borrow money and to obligate the trust estate by mortgage, deed of trust, pledge or otherwise;

Power to Invest. The power to invest in commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, stocks, preferred or common, to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts, to open, operate, and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful, except to the extent that such management would cause includibility of any irrevocable trust in the estate of a Trustee;

Power to Delegate. To perform or to delegate to any trustee or non-trustee any nondiscretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this trust.

7. Distribution after Death of Both Co-Trustees(Trustee). Following the death of both Co-Trustees(Trustee) the trust continues or is distributed in whole or in part for the benefit of other named beneficiaries according to the terms of the trust.
8. Checking and Savings Accounts. While both Co-Trustees(Trustee) are living and competent, either Co-Trustee(Trustee) may add money to or withdraw money from any savings or checking account owned by the trust in any financial institution without the approval of the Trustee or Co-Trustee.
9. Separate and community Property. There is no separate or community property in the Trust.
10. Trustee's Power to Transfer Assets. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the trust, and subsequent transferees shall be entitled to rely upon such transfers, provided the chain of title is not otherwise deficient.
11. Governing Law. This trust shall be governed by the laws of the State of Tennessee.
12. Spendthrift Provision. This trust contains a spendthrift provision.
13. Trust Agreement to Govern. The use of this Abstract of Trust Agreement is for convenience only, and the Trust Agreement is solely controlling as to provisions and interpretations, and any conflict between this Abstract and the Trust Agreement shall be decided in favor of the Trust Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Abstract of Trust Agreement the day and year first above written.

Co-Trustees(Trustee)

Hiram C. Harper

HIRAM C. HARPER, CREATOR & TRUSTEE

Mary C. Harper

MARY C. HARPER, CREATOR & TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Hiram A. Harper and Mary C. Harper personally appeared before me and acknowledged that they executed the attached document on the 21 day of December, 2000. They are known to me personally or acknowledged themselves to be said persons.

My notary expires: 10-25-03

Notary Public

CALVIN PETE BENSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.