Davidson County DEEDQC
Recvd: 09/06/06 16:18 6 pgs
Fees:32.00 Taxes:0.00
20060906-0110399

This Instrument Prepared By:

Harold H. Parker, Attorney
105 North Maple Street, Suite 4
Murfreesboro, Tennessee 37130
615-417-2177

ADDRESS NEW OWNER:
Eloise R. Howell
925 Todd Preis Drive
Unit No. E-401
Nashville, TN 37221

SEND NEW TAX BILL TO:
Eloise R. Howell
925 Todd Preis Drive
Unit No. E-401
Nashville, TN 37221

Map: 142-5-D
Parcel: 19 C O

QUITCLAIM DEED

Eloise R. Howell, a single person, hereinafter named "Grantor", hereby quitclaims subject however to the estate for life hereby expressly reserved to Eloise R. Howell to **Carol Gilpin,** hereinafter named "Grantee", for the sum of $1.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, reserving unto Eloise R. Howell an estate for life, the following Real Estate in Davidson County, in the State of Tennessee, to-wit:

LAND in Davidson County, Tennessee, being a part of the Plan of River Plantation, Section Four, Condominium Apartments, as of record in Book 4860, pages 17, 18 and 19, Register's Office for said County, the part hereby described being:

UNIT No. E-401 on said plan together with the Carport Designated No. E-401-C, as shown in and described by the Master Deed establishing Horizontal Property Regime with respect to River Plantation, Section Four, Condominium.

BEING the same property conveyed to Massie M. Milner, widow, by Warranty Deed from Richard A. Hagle and Janina B. Hagle, his wife, of record in Book 5576, page 918, Register's Office for Davidson County, Tennessee.

The said Massie M. Milner, widow, has since died leaving a Will of record in Will Book 167, page 586, Probate Office for Davidson County. Said Will appoints Nancy Milner Allen as the personal representative of the Estate and authorizes her to sell or otherwise dispose of any or

all personal or real property.

BEING the same property conveyed to Eloise R. Howell by Warranty Deed from Nancy Milner Allen, Personal Representative of the Estate of Massie M. Milner, deceased, on September 8th, 1989, recorded in Book 7936, Page 899, Identify Reference 65620, on September 13, 1989 at 12:54 PM in the Register's Office for Davidson County, Tennessee.

Neither the Grantor nor the Grantee shall have the right of partition without the consent of the other. The Life Tenant shall be responsible for all repairs, major and minor, shall maintain hazard insurance on the property for no less than the building's fair market value, and shall be responsible for paying all real estate taxes.

SEE ATTACHMENT "A" FOR SPECIAL POWER OF APPOINTMENT PROVISIONS. This is a conveyance of remainder interest in the property subject to the retained Life Estate and the retained Special Power of Appointment.

This document has been prepared from the information provided by the Grantor's records. 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.

WITNESS my hand this the 30 day of August 2006.

Eloise R. Howell

ELOISE R. HOWELL

STATE OF TENNESSEE)
COUNTY OF Rutherford)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Eloise R. Howell,** the Grantor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Quitclaim Deed for the purpose therein contained.

WITNESS my hand and official seal of office this 30 day of August 2006.

NOTARY PUBLIC

Michael D. Verble NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY

STATE OF TENNESSEE)
COUNTY OF Rutherford)

The actual value or consideration, whichever is greater, for this transfer is $ 0 .

Eloise R. Howell
Affiant

Subscribed and sworn to before me on the 30 day of August 2006.

NOTARY PUBLIC

Michael D. Verble NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY

ATTACHMENT A
RESERVED LIFETIME AND TESTAMENTARY
SPECIAL POWER OF APPOINTMENT

Eloise R. Howell reserves the power to appoint, in whole or in part, the property conveyed hereunder to or for the benefit of one or more of Eloise R. Howell's heirs (other than Eloise R. Howell) in such proportions, outright or upon such trust, terms and conditions as Eloise R. Howell may specify by a writing executed and acknowledged and/or authenticated during Eloise R. Howell's lifetime and recorded in the Office of the Register of Deeds in the County in which the property is located within fifteen (15) days of the date of such exercise, or by Eloise R. Howell's Last Will or Codicil making specific reference to this power. In the latter case, failure to record notice of any such exercise of this power in the Office of the Register of Deeds in the County in which the property is located within fifteen (15) days of Eloise R. Howell's death shall be conclusively treated as a default in the exercise of the power. A release of the power reserved hereunder, in whole or in part, shall be effective when recorded with the Office of the Register of Deeds in the County in which the property is located. Any exercise or release of the foregoing powers may be made by Eloise R. Howell's Agent acting under a Durable General Financial Power of Attorney whether or not the Durable General Financial Power of Attorney authorizes the exercise or release of this power.

SPECIAL POWER OF APPOINTMENT AGREEMENT

Eloise R. Howell has conveyed certain real property to Carol Gilpin by Deed, a copy of which is attached hereto and incorporated herein by reference. In such Deed, Eloise R. Howell has retained the following:

A Life Estate.

A Special Power of Appointment.

This Agreement has been prepared to state the intention of Eloise R. Howell to put such intention into a written Agreement of the parties. It is the intention of Eloise R. Howell to retain both a Life Estate and a Special Power of Appointment as stated in the attached Deed. All parties hereto agree that Eloise R. Howell has retained a Life Estate as stated in the attached Deed. None of the parties hereto shall have the right of partition. If it is determined that Eloise R. Howell has not retained a Life Estate as stated in the attached Deed, Carol Gilpin hereby conveys to Eloise R. Howell a Life Estate as stated in the attached Deed. All parties hereto agree that Eloise R. Howell has retained a Special Power of Appointment as stated in the attached Deed. If it is determined that Eloise R. Howell has not retained a Special Power of Appointment as stated in the attached Deed, Carol Gilpin hereby conveys to Eloise R. Howell a Special Power of Appointment as stated in the attached Deed. It is the intention of the parties hereto, and the parties agree, that this Agreement shall be effective as of the date of signing of the attached Deed. This Agreement is entered into in consideration of $1.00 in hand paid by Eloise R. Howell to Carol Gilpin, the receipt of which is hereby acknowledged.

Eloise R. Howell 9/30/06

Eloise R. Howell (Date)

Carol Gilpin 09-30-2006

Carol Gilpin (Date)

STATE OF TENNESSEE)
COUNTY OF _____)

On August 30, 2006, before me personally appeared ELOISE R. HOWELL and CAROL GILPIN to me known to be the persons described in, and who executed, the foregoing instrument, and acknowledged that it was executed by such person's free act and deed.

Notary Public

Michael D. Verble
NOTARY PUBLIC AT LARGE
RUTHERFORD COUNTY

This instrument was prepared by Harold H. Parker, Attorney at Law, 105 North Maple Street, Suite 4, Murfreesboro, Tennessee 37130, 615-417-2177.