Return to:

Esquire Title & Escrow, Inc.
30 Burton Hills Blvd. Ste 200
Nashville, Tennessee 37215

Davidson County DEEDWARR
Recvd: 06/04/07 08:22 5 pgs
Fees:28.00 Taxes:418.10
20070604-0065573

6

THIS INSTRUMENT PREPARED BY:
Horizon Land Title, Inc.
3125 North Mt. Juliet Road
Mt. Juliet, TN 37122

ADDRESS NEW OWNER
J Doc Hamilton
5009 Yorktown
Nashville, TN 37211

MORTGAGEE
Fifth Third Mortgage Company
5050 Kingsley Drive MD 1 MOB 2S
Cincinnati, OH 45263

SEND TAX BILLS
Fifth Third Mortgage Company
5050 Kingsley Drive MD 1 MOB 2S
Cincinnati, OH 45263

MAP-PARCEL:
148-13-0-144.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I/we, **Hugh Davis Nichols, Trustee,** hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **J. Doc Hamilton,** 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:

Being Lot No. 63 on the Plan of Fairlane Park, as of record in Plat Book 2331, Page 108, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to Hugh Davis Nichols and Thomas Joseph Nichols, Trustees by deed of record from John Thomas Dunnavant, dated January 27, 1988 of record in Book 7191, Page 366, Register's Office, Wilson County, Tennessee. Hugh Davis Nichols executes this document pursuant to a Trust Agreement dated April 1, 1987, a copy of which is attached hereto, as the survivor Trustee, the Co-Trustee, Thomas Joseph Nichols having died, January 22, 1988.

This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including restrictive covenants of record in Book 2498, Page 571 and Book 2548, Page 355; easements, covenants and conditions as shown on the plan of record in Plat Book 2331, Page 108, Register's Office, Davidson County, Tennessee.

This is the same description as in previous deed of record.

Property Taxes for the current year have been agreed to by the parties and will be paid for by the Grantee.

This is improved property known as **5009 Yorktown Road Nashville, TN 37211.**

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 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 our hands this 31st day of May, 2007.

Hugh Davis Nichols, Trustee

STATE OF Tennessee
COUNTY OF Wilson

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Hugh Davis Nichols, Trustee, the bargainor(s) with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 31st day of May, 2007.

NOTARY PUBLIC

BEAN ROBINSON NOTARY PUBLIC AT LARGE WILSON CO. TENN.

My Commission Expires: 12-11-07

STATE OF Tennessee
COUNTY OF Wilson

The actual consideration or value, whichever is greater for this transfer is $113,000.00.

AFFIANT

Subscribed and sworn to before me this 31st day of May, 2007.

NOTARY PUBLIC

My Commission Expires: 11/22/2010

THERESA L. SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 22, 2010

This Instrument Was Prepared By
PAT NICHOL
Attorney at Law
941 RICHARDS ROAD
ANTIOCH, TENNESSEE 37013

CLERK'S COPY

6

TRUST AGREEMENT

This Trust Agreement is entered into this 31st day of March, 1987 by and between Hugh Davis Nichols and Thomas Joseph Nichols hereinafter referred to as Trustees, and Melinda Nichols Smith, Roy Eugene Nichols, Constance Nichols Bunch, and Claire Nichols Irwin, later referred to as Alternate Trustees, and Hugh David Nichols and Edith Lee Davis Nichols hereinafter referred to as beneficiaries, is in words and figures as follows:

WHEREAS, Trustees and Alternate Trustees are the natural children of beneficiaries, and

WHEREAS, Beneficiaries are desirous of giving to Trustees certain sums of money with which to purchase a house and lot known as 5009 Yorktown Road in Davidson County, Tennessee in trust for them to live in until their death, and

WHEREAS, Trustees and Alternate Trustees desire to contribute and give to beneficiaries additional monies to purchase the above real property;

The parties therefore agree as follows:

(1) Trustees agree to take title to the property located at 5009 Yorktown Road in Nashville, Tennessee in trust for themselves and the Alternate Trustees and to immediately deliver possesion of such house and lot to beneficiaries, Hugh David Nichols and Edith Lee Davis Nichols, who agree to pay for all taxes, insurance, and repairs to such residence for their natural lives.

(2) In the event that the survivor of Hugh David Nichols or Edith Lee Davis Nichols is committed to an institution, is moved to a nursing home, and can no longer reside at 5009 Yorktown Road, or after the survivor of these two parents of Trustees and Alternate Trustees dies, Trustees or their successors shall immediately sell such house and lot located at 5009 Yorktown Road, in Davidson County, Tennessee. Following the payment of all costs of such sale, taxes, insurance, repairs if needed to the home and any other expense authorized by such Trustees, the net proceeds

from such sale shall be divided as follows:

1/6 interest to Hugh Davis Nichols or if he is deceased, to his wife, Marie Nichols;

1/6 interest to Thomas Joseph Nichols, or if he is deceased, to his brothers and sisters who survive him;

1/6 interest to Claire Nichols Irwin or if she is deceased, to her husband, Gary Irwin;

1/6 interest to Constance Nichols Bunch or if she is deceased, to her husband, Roland Bunch;

1/6 interest to Roy Eugene Nichols or if he is deceased to his son, Matthew Nichols;

1/6 interest to Melinda Nichols Smith or if she is deceased, to her husand, Ken Smith.

(3) Beneficiaries agree that they have given to each Trustee and Alternate Trustee, an equal amount of money from the sale of their former homeplace, which money has been given back to beneficiaries by Trustees and Alternate Trustees as gifts to them which shall be used in the purchase of 5009 Yorktown Road.

(4) In the event both Trustees, Hugh Davis Nichols, and Thomas Joseph Nichols predecease the beneficiaries, then in such event, Alternate Trustees shall assume the role and perform the function of Trustees under this agreement.

(5) It is agreed that no bond shall be required of Trustees in the performance of their fiduciary duties;

(6) Trustees, Alternate Trustees and Beneficiaries all agree that they shall not pledge their interest in the property located at 5009 Yorktown Road as collateral for any debt or obligation and they shall not convey their interest in said property to anyone without the written consent of all parties to this trust agreement.

The above trust agreement has this 1st day of April, 1987 been read by each of the undersigned and represents the entire agreement between us and is agreed to in its entirety by us all.

HUGH DAVID NICHOLS

EDITH LEE DAVIS NICHOLS
Beneficiaries

HUGH DAVIS NICHOLS, TRUSTEE

THOMAS JOSEPH NICHOLS, TRUSTEE

CLAIRE NICHOLS IRWIN, ALTERNATE TRUSTEE

CONSTANCE NICHOLS BUNCH, ALTERNATE TRUSTEE

MELINDA NICHOLS SMITH, ALTERNATE TRUSTEE

ROY EUGENE NICHOLS, ALTERNATE TRUSTEE