THIS INSTRUMENT PREPARED BY:
Tracee P. Swindell
421 Grayson Drive
Nashville, TN 37205

BILL GARRETT, Davidson County
Trans:T20090060701 DEEDQC
Recvd: 09/03/09 10:37 5 pgs
Fees:27.00 Taxes:0.00
20090903-0082922

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ 0
T Swindell
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF December 08
Brenda Weeks
Deputy Register

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration of Value, whichever is greater, for this transfer is $24.000.00

Tracee P. Swindell
Affiant
Subscribed and sworn before me, this 29 day of Dec 2008, at Nashville, Tennessee

MICHELLE O. WOODS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public
My commission expires: 07/25/09

RE-RECORD

QUITCLAIM DEED

ADDRESS NEW OWNER:
Tracee P. Swindell
421 Grayson Drive
Nashville, TN 37205

SEND TAX BILLS TO:
same as owner

MAP/PARCEL:
Map 19-115.14-0-006.00
Lot 805 Section 9
West Meade Farms

TS IN conformity with the terms of a certain Declaration of Trust executed by us under TS date of December 29, 2008 (attached)

FOR AND IN CONSIDERATION OF One Dollar, cash ~~in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration~~ Todd Swindell and wife, Tracee P. Swindell, by these presents do hereby quitclaim and convey unto Brenan Swindell, unmarried, her heirs and/or assigns, and undivided ~~$24,000.00~~ 4% interest in and to the following described tract or parcel of land:

TS Alexis Leslie Todd Swindell

TS ours does as Trustees under the terms of such Declaration of Trust for the benefit of TS

See Attachment A for legal description.

This is improved property known as 421 Grayson Drive, Nashville, TN 37205
IN WITNESS WHEREOF Grantor have hereunto set their hands on this 29 day of Dec 2008.

Tracee P. Swindell

Todd Swindell

Davidson County DEEDQC
Recvd: 12/29/08 12:59 3 pgs
Fees:17.00 Taxes:0.00
[redacted]
20081229-0122873

This Instrument has been re-recorded to correct the Grantee and to correct the valuation from a declared dollar value to a Percentage Value

TS

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Todd Swindell and Tracee P. Swindell AKA Leslie Todd Swindell with whom, I am personally acquainted, and who upon oath acknowledged that they executed the within instrument for the purpose therein contained. (B) 75

Witness my hand and official seal at Nashville, Tennessee, this 23 day of Dec, 2008.

Notary Public

MICHELLE B. WOOTEN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires 07/25/09

Tracee P. Swindell

Leslie T Swindell

Sworn & subscribed to me this 3RD day of September 2009 at Nashville TN

Notary Public

KAREN MARGULIES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires 7.8.13

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 805 on the Plan of West Meade Farms, Seciton IX, of record in Plat Book 2331, page 78, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Leslie Todd Swindell and spouse, Tracee P. Swindell, by deed of record in Instrument #20011114-0124871, re-recorded in Instrument #20011204-0133445, said Register's Office.

08

Prepared by: Ted Burkhalter, CPA, JD
2809 Columbine Pl.
Nash. TN 37204
615 292-3007

Declaration of Trust

WHEREAS, WE, Leslie Todd Swindell and wife, Tracee P. Swindell, of Nashville, Davidson County, Tennessee are the joint owners of certain real estate located at 421 Grayson Drive, Nashville, Tennessee 37205 which property is described more fully as being

> Lot No. 805 on the Plan of West Meade Farms, Section IX, of record in Plat Book 2331, page 78, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description thereof.
>
> Being the same property conveyed to Leslie Todd Swindell and spouse, Tracee P. Swindell, by deed of record as Instrument # 20011114-0124871, re-recorded as Instrument # 20011204-0133445, Register's Office for Davidson County, Tennessee.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we do hereby acknowledge and declare that we hold and will hold an undivided interest in said real property and all our right, title and interest in and to said undivided interest in said property, IN TRUST

1. For the use and benefit of our children, Brenan Swindell and Alexandra Swindell, in equal shares, or the survivor of them, per stirpes.

If because of the physical or mental incapacity of both of us certified in writing by a physician, the Successor Trustee hereinafter named shall assume active administration of this trust during our lifetime, such Successor Trustee shall be fully authorized to invest, reinvest and otherwise manage the trust's assets as she shall deem appropriate, paying to us or disbursing on our behalf such sums from income or principal as may appear necessary or desirable for our comfort or welfare. Upon the death of the survivor of us, unless the beneficiaries shall predecease us or unless we all shall die as a result of a common accident or disaster, our Successor Trustee is hereby directed forthwith to transfer said property and all right, title and interest in and to said property to the beneficiaries absolutely and thereby terminate this trust; provided, however, that if any beneficiary hereunder shall not have attained the age of 21 years, the Successor Trustee shall hold such beneficiary's share of the trust assets in continuing trust until such beneficiary shall have attained the age of 21 years. During such period of continuing trust the Successor Trustee, in his absolute discretion, may retain the specific trust property herein described if investing and reinvesting the proceeds as he may deem appropriate. If the specific trust property shall be productive of income or if it be sold or otherwise disposed of, the Successor Trustee may apply or expend any or all of the income or principal directly for the maintenance, education and support of the beneficiary without the intervention of any guardian and without application to any court. Such payments of income or principal may be made to the parents of such beneficiary or to the person with whom the beneficiary is living without any liability upon the Successor Trustee to see to the application thereof. If such beneficiary survives us but dies before attaining the age of 21 years, at his or her death the Successor Trustee shall transfer, pay over and deliver the trust property being held for such beneficiary to such beneficiary's personal representative, absolutely.

2. Each beneficiary hereunder shall be liable for his proportionate share of any taxes levied upon the total taxable estate of the survivor of us by reason of the death of such survivor.

3. All interests of a beneficiary hereunder shall be inalienable and free from anticipation, assignment, attachment, pledge or control by creditors or by a present or former spouse of such beneficiary in any proceedings at law or in equity.

4. We reserve unto ourselves the power and right during our lifetime (1) to place a mortgage or other lien upon the property, (2) to collect any rental or other income which may accrue from the trust property and to pay such income to ourselves as individuals. We shall be exclusively entitled to all income accruing from the trust property during our lifetime, and no beneficiary named herein shall have any claim upon any such income and/or profits distributed to us.

5. We reserve unto ourselves the power and right at any time during our lifetime to amend or revoke in whole or in part the trust hereby created without the necessity of obtaining the consent of any beneficiary and without giving notice to any beneficiary. The sale or other disposition by us of the whole or any part of the property held hereunder shall constitute as to such whole or part a revocation of this trust.

6. The death during our lifetime or in a common accident or disaster with us, of all of the beneficiaries designated hereunder shall revoke such designation, and in the former event, we reserve the right to designate a new beneficiary. Should we for any reason fail to designate such new beneficiary, this trust shall terminate upon the death of the survivor of us and the trust property shall revert to the estate of such survivor.

7. In the event of the physical or mental incapacity or death of one of us, the survivor shall continue as sole Trustee. In the event of the physical or mental incapacity or death of the survivor, or if we both shall die in a common accident, we hereby nominate and appoint as Successor Trustee hereunder the beneficiary named first above, unless such beneficiary shall not have attained the age of 21 years or is otherwise legally incapacitated, in which event we hereby nominate and appoint as such Successor Trustee the beneficiary named second above, unless such beneficiary named second above shall not have attained the age of 21 years or is otherwise legally incapacitated, in which event we hereby nominate and appoint Tara Cavazos, of Nashville, Tennessee, to be Successor Trustee.

8. This Declaration of Trust shall extend to and be binding upon the heirs, executors, administrators and assigns of the undersigned and upon the Successors of the Trustees.

9. We as Trustees and our Successor Trustee shall serve without bond.

10. This Declaration of Trust shall be construed and enforced in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, we have hereunto set our hands this 27th day of December, 2006.

Leslie T. Swindell

Leslie Todd Swindell

Tracee P. Swindell

Tracee P. Swindell

Sworn & subscribed to me this 3rd day of September 2009 at Nashville TN

K Marguliés

KAREN MARGULIES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires 7-8-13