

STATE OF TENNESSEE
COUNTY OF SUMNER

The actual consideration or value, whichever is greater, for this transfer is $119,000.00

Affiant

Subscribed and sworn to before me, this 15th day of April, 2010.

Notary Public

My commission expires: 8/20/2013

THIS INSTRUMENT WAS PREPARED BY
Signature Title Services, Inc.
505 E Main Street
Hendersonville TN 37075

WARRANTY DEED

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers:
James B. Gaskin **Judy P. Gaskin**	**F & M Bank**	084-12A-730.00CO
730 BLUE BRICK PLACE	**100 Bluegrass Commons, Ste. 100**	
HERMITAGE, TN 37076	**Hendersonville, TN 37075**	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGE, WE,

Jane Martin, as trustee for the Altha Miller Living Trust

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

James B. Gaskin and Judy P. Gaskin , husband and wife

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:

A certain condominium apartment in Davidson County, Tennessee, being Unit No. 730, of Fox Run Condominiums, Section Revision - Part of Sec. 2 and First Revision - Part of Section 1, as of record in Book 6250, Page 118, Register's Office for said County, to which reference is hereby made for a more complete and accurate description of such unit.

Being the same property conveyed to Mrs. F. V. Miller, unmarried by Warranty Deed from Ronny L. Pearson and wife, Rita G. Pearson, recorded on the 6th day of January, 1998 in Deed Book 10748, Page 262, in the Register's Office of Davidson County, Tennessee.

Altha Miller and Mrs. F.V. Miller, unmarried are one and the same person, and she having since died on January 21, 2008.

Being the same property conveyed to Jane Martin, trustee of the Altha Miller Living Trust by Court Order in Docket N. 10P-505, of the Davidson County, Tennessee Probate Court, filed on the 30th day of March, 2010.
See attached Exhibit A, Exhibit B, and Exhibit C attached hereto.

BILL GARRETT, Davidson County
Trans:T20100023560 DEEDWARR
Recvd: 04/21/10 09:15 16 pgs
Fees:83.00 Taxes:440.30
20100421-0030012

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

All matters shown on the plan of record in Book 6250, Page 118, Register's Office for Davidson County, Tennessee.

This is improved (__X__) unimproved (____) property known as 730 BLUE BRICK PLACE, HERMITAGE, TN 37076.

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 in 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 my/our hand(s) this 15th day of April, 2010.

Jane Martin, trustee for the Altha Miller Living Trust

_____

_____

_____

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, a Notary Public of said County and State, Jane Martin, trustee for the Altha Miller Living Trust , the within named Grantors, 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, at office, this 15th day of April, 2010.

Notary Public

My Commission Expires: 9-19-2011

MICHELLE HIGHTOWER
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires 09-19-2011

EXHIBIT A

FILED

IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
(PROBATE DIVISION)

2010 MAR 30 PM 2:14

RICHARD R ROOKER, CLERK

IN THE ESTATE OF:	)	
	)	
Altha Miller,	)	
	)	
Deceased.	)	No. 10P-505

ORDER OF PROBATE OF A LOST WILL FOR MUNIMENT OF TITLE

BE IT REMEMBERED, this 30th day of March, 2010, before the Probate Master, Robert High Bradshaw, Jr., upon the filing of a Complaint For Lost Will, the petitioner has presented to the Court, a paper writing purporting to an exact duplicate of the Last Will and Testament of the deceased, properly executed and duly witnessed by **Gary Foltynewicz** and **Margaret B. Allen,** was admitted into probate. IT APPEARING from the affidavits or testimony provided, that such instrument was written during the lifetime of the decedent, signed by witnesses in the presence of and at the request of the decedent, in the presence of each other and as attesting witnesses thereto, properly executed, duly witnessed, and that at the time of execution, the decedent appeared to be of sound mind and disposing memory.

IT IS, THEREFORE, **ORDERED, ADJUDGED AND DECREED,** that the Clerk is hereby directed to record such instrument as the original Last Will and Testament of the decedent.

IT IS, FURTHER, **ORDERED, ADJUDGED AND DECREED**, that there will be no formal administration of this estate.

ENTER, this 30th day of March, 2010.

Robert High Bradshaw, Jr.
Probate Master

Approved for entry:

M. Todd Cathey
Attorney at Law

Exhibit "B"

LAST WILL AND TESTAMENT OF ALTHA MILLER

I, Altha Miller, of Hermitage, Tennessee, revoke my former Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I
PAYMENT OF DEBTS AND EXPENSES

I direct that my just debts, funeral expenses and expenses of last illness be first paid from my estate.

ARTICLE II
DISPOSITION OF PROPERTY

All of the property that I own at my death, or which shall become payable to my estate or my personal representatives, and any property that I have the power to dispose of under my Will, shall be distributed to the Trustee of the Altha Miller Living Trust and to be administrated and distributed as provided under the Trust.

ARTICLE III
NOMINATION OF EXECUTOR

I nominate Melinda Jane Martin , of Brentwood, TN, as the Executor, without bond or security. If such person or entity does not serve for any reason, I nominate Nancy Hastings, of Goldsboro, NC, to be the Executor, without bond or security. If such person or entity does not serve for any reason, I nominate Dorane C. Howard, of Springfield, Kentucky, to be the Executor, without bond or security.

ARTICLE IV
EXECUTOR POWERS

My Executor, in addition to other powers and authority granted by law or necessary or appropriate for proper administration, shall have the right and power to lease, sell, mortgage, or otherwise encumber any real or personal property that may be included in my estate, without

order of court and without notice to anyone.

A. Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the estate and trust assets, and collect and apply the income, profits, and principal of the estate and trust in accordance with the terms of this instrument.

B. Receive Additional Assets. To receive additional assets from other sources, including assets received under the Wills of other persons.

C. Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Executor and Trustee are authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

D. Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, for as long as the Executor or Trustee deems advisable.

E. Dispose of or Encumber Assets. To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

F. Settle Claims. To compromise, settle, or abandon claims in favor of or against the estate or trust.

G. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

H. Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Executor or Trustee may appear to be proper.

I. Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such

delegation is advantageous to the estate or trust.

J. Distribute Property. To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by the Executor or Trustee, and the judgment of either in such respect shall be binding upon all interested parties.

K. Enter Contracts. To bind the estate or trust by contracts or agreements without assuming individual liability for such contracts.

L. Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the estate or trust.

M. Duration of Powers. To continue to exercise the powers provided in this Article notwithstanding the termination of the trust until all the assets of the trust have been distributed.

ARTICLE V
MISCELLANEOUS PROVISIONS

A. Paragraph Titles and Gender. The titles given to the paragraphs of this Will are inserted for reference purposes only and are not to be considered as forming a part of this Will in interpreting its provisions. All words used in this Will in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and visa-versa, specifically including "child" and "children", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

B. Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of my estate or any trust estate, and my estate or the trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions as the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith.

C. Intentional Exclusion. The failure of this Will to provide for any distribution to the following person(s) or organization(s) is intentional: Thomas Miller's share will be distributed to his living children

D. Beneficiary Disputes. If any bequest requires that the bequest be distributed between or among two or more beneficiaries, the specific items of property comprising the respective shares shall be determined by such beneficiaries if they can agree, and if not, by my Executor.

IN WITNESS WHEREOF, I have subscribed my name below, this 30 day of July, 19 99

Altha Miller

Altha Miller

We, the undersigned, hereby certify that the above instrument, which consists of _____ pages, including the page(s) which contain the witness signatures, was signed in our sight and presence by Altha Miller (the "Testator"), who declared this instrument to be his/her Last Will and Testament and we, at the Testator's request and in the Testator's sight and presence, and in the sight and presence of each other, do hereby subscribe our names and addresses as witnesses on the date shown above.

Witness Signature: _____

Witness Name: Gary Foltynewicz

Witness Address: 1002 Old Hickory Blvd
Brentwood, TN 37027

Witness Signature: Margaret B Allen

Witness Name: Margaret B Allen

Witness Address: 1400 Robinson Rd
Old Hickory, TN 37138

AFFIDAVIT

STATE OF Tennessee
COUNTY OF Davidson

Before me, the undersigned, on this day personally appeared Altha Miller, Gary Foltynewicz, Margaret B Allen, known to me to be the Testator and the witnesses, respectively, whose names are signed to the foregoing instrument. All of these persons were first duly sworn by me. Altha Miller, the Testator, declared to me and to the witnesses, in my presence, that the foregoing instrument is the Testator's Will and that the Testator willingly signed and executed such instrument (or expressly directed another person to sign the instrument for the Testator in the Testator's presence) in the presence of the witnesses, as the Testator's free and voluntary act for the purposes expressed in the instrument. Each of the witnesses declared in the presence and hearing of the Testator that the foregoing instrument was executed and acknowledged by the Testator as the Testator's Will in their presence and that they, in the Testator's presence, hearing and sight and at the Testator's request, and in the presence of each other, did subscribe their names to the instrument as attesting witnesses on the date of the instrument. The Testator, at the time of the execution of such instrument, was of full age, of sound mind, and the witnesses were of adult age and otherwise competent to be witnesses.

Altha Miller
Altha Miller, Testator

Gary Foltynewicz, Witness

Margaret B Allen
Margaret B Allen, Witness

Subscribed, sworn to and acknowledged before me by Altha Miller, the Testator; and subscribed and sworn before me by Gary Foltynewicz, Margaret B Allen, witnesses, this 30 day of July 1999

Glenda McAdams
Notary Public, or other officer authorized to take and certify acknowledgements and administer oaths

Exhibit "C"

ALTHA MILLER LIVING TRUST

This Living Trust Agreement (this "Agreement") is made this 30 day of July, 1999, between Altha Miller (the "Grantor" or "Beneficiary") of Hermitage, Tennessee and Altha Miller (the "Trustee") of Hermitage, Tennessee.

In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and the Trustee agree as follows:

I. PURPOSE. The purpose of this Agreement is to establish a Trust to receive and manage assets for the benefit of the Grantor during the Grantor's lifetime, and to further manage and distribute the assets of the Trust upon the death of the Grantor.

II. FUNDING OF TRUST. This Trust shall be funded with assets transferred to this Trust by the Grantor at the time of creating this Trust, or at any later time. During the lifetime of the Grantor, any interest in community property transferred into or out of this Trust shall retain its original character and such property shall not be commingled. This Trust may also receive property from any person or entity who is acting under the authority granted to that person or entity by the Grantor. It is also expected that this Trust may receive assets pursuant to the terms of the Grantor's Last Will and Testament.

III. MANAGEMENT OF TRUST ASSETS. The Trustee shall manage and distribute the Trust assets for the benefit of the Grantor and the Grantor's successor(s) in interest in accordance with the terms of this Agreement.

IV. PAYMENTS DURING THE GRANTOR'S LIFETIME. During the Grantor's lifetime, the Trustee shall pay all of the net income of this Trust, and also such sums from principal as the Grantor may request at any time in writing, to or for the benefit of the Grantor, or as the Grantor may designate. Such payments shall be made at least monthly. The Grantor may change the amount of the payments at any time by providing written notice to the Trustee. Any excess income shall be added to the principal at the discretion of the Trustee.

A. Payments During a "Disability" of the Grantor. During any period that the Grantor has a "disability", the Trustee may pay to or for the benefit of the Grantor such amounts of income and principal as the Trustee believes in the Trustee's sole discretion to be required for (i) the Grantor's support, comfort and welfare, (ii) the Grantor's accustomed manner of living, or (iii) any purpose that the Trustee believes to be in the best interest of the Grantor.

B. Disability Defined. For the purposes of this Trust, "disability" shall mean a legal

disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability. The determination of whether the Grantor has a disability shall be made by the Grantor's most recent attending physician. The Trustee shall be entitled to rely on written notice of that determination.

V. DEATH OF THE GRANTOR. Upon the death of the Grantor, and after the payment of the Grantor's just debts, funeral expenses and expenses of last illness, the following distributions shall be made:

A. Specific Distributions. The following specific distributions shall be made from the assets of the Trust.

1. 730 Blue Brick Place, Hermitage, TN 37076 (Condo) shall be sold and the net proceeds distributed eveningly to Melinda Jane Martin (or to Kelly Jane Martin and/or Nicholas Keith Martin if Altha Miller is precedded in death by Melinda Jane Martin), Nancy Hastings (or to Amy Rebecca Hastings and/or David Charles Hastings if Altha Miller is preceeded in death by Nancy Hastings), James Miller (or to Melinda Jane Martin if James Miller is institutionalized or to Jessica Bertee if Altha Miller is preceeded in death by James Miller), and divided equally among the living children of Thomas Miller at the childrens 18th birthdate (~~Sarah Marie, Jennifer~~ Lynn, ~~JoAnna~~). If this beneficiary does not survive the Grantor (or is not in existence), this bequest shall be added to the residuary assets of this Trust. there do not elect to be part of my family A.M. 1/30/2000

2. First American Bank Investment Account (AmeriStar/AmSouth) shall be redeemed and the net proceeds distributed eveningly to Melinda Jane Martin (or to Kelly Jane Martin and/or Nicholas Keith Martin if Altha Miller is precedded in death by Melinda Jane Martin), Nancy Hastings (or to Amy Rebecca Hastings and/or David Charles Hastings if Altha Miller is preceeded in death by Nancy Hastings), James Miller (or to Melinda Jane Martin if James Miller is institutionalized or to Jessica Bertee if Altha Miller is preceeded in death by James Miller), ~~and divided equally among the living children of Thomas Miller at the childrens 18th birthdate (Sarah Marie, Jennifer Lynn, JoAnna). If this beneficiary does not survive the Grantor (or is not in existence), this bequest shall be added to the residuary assets of this~~ Trust. A.M. 1/30/2000

3. 1994 Oldsmobile Cutlass Cierra shall be sold and the net proceeds distributed eveningly to Melinda Jane Martin (or to Kelly Jane Martin and/or Nicholas Keith Martin if Altha Miller is precedded in death by Melinda Jane Martin), Nancy Hastings (or to Amy Rebecca Hastings and/or David Charles Hastings if Altha Miller is preceeded in death by Nancy Hastings), James Miller (or to Melinda Jane Martin if James Miller is institutionalized or to Jessica Bertee if Altha Miller is preceeded in death by James Miller), ~~and divided equally among the living children of Thomas Miller at the childrens 18th birthdate (Sarah Marie, Jennifer Lynn, JoAnna). If this beneficiary does not survive the Grantor (or is not in existence), this bequest shall be added to the residuary assets of this Trust.~~ A.M. 1/30/2000

4. Old Hickory Credit Union Savings Account shall be distributed to pay all final expenses and any remaining balance will be added to the residuary assets of this Trust. If this beneficiary does not survive the Grantor (or is not in existence), this bequest shall be added to the residuary assets of this Trust.

5. First American Bank Certificates of Deposits shall be distributed to Trustee or Successor Trustee. If this beneficiary does not survive the Grantor (or is not in existence), this bequest shall be added to the residuary assets of this Trust.

B. Tangible Personal Property. Upon the death of the Grantor and subject to the preceding provisions of this Trust, all clothing, jewelry, automobiles, household furniture and furnishings, recreational equipment, all personal effects used by the Grantor about his or her person or home, and other items of tangible personal property shall be distributed to the following beneficiaries
in equal shares:
Melinda Jane Martin , ~~1002 Old Hickory Blvd., Brentwood, TN 37027~~

Nancy Hastings, 1019 12th St., Goldsboro, NC 27534

~~James Miller, 801 Old Hickory Towers, Old Hickory, TN~~ Deceased 2/26/2000

~~Living children of Thomas Miller (Sarah Marie, Jennifer Lynn, JoAnna), Last known address in/or around, Sarasota, FL~~ A.M. 1/30/2000

The share of any such beneficiary who does not survive (or is not in existence) the Grantor shall be added to the residuary assets of this Trust.

C. Residuary Assets. Upon the death of the Grantor, the residuary assets of this Trust shall be distributed to (or retained by) the following beneficiaries in equal shares:

- the Grantor's children in equal shares. If a child does not survive the Grantor, such deceased child's share shall be distributed in equal shares to the children of such deceased child who survive the Grantor, by right of representation. If a child does not survive the Grantor and has no children who survive the Grantor, such deceased child's share shall be distributed in equal shares to the Grantor's other children, if any, or to their respective children by right of representation. If no child of the Grantor survives the Grantor, and if none of the Grantor's deceased children are survived by children, this share shall be distributed to the heirs-at-law of the Grantor, their identities and respective shares to determined under the laws of the of the State of Tennessee, then in effect, as if the Grantor had died intestate at the time fixed for distribution under this provision.

- Melinda Jane Martin , 1002 Old Hickory Blvd., Brentwood, TN. If this person or organization does not survive the Grantor or is not in existence, this share shall be distributed proportionately to the other distributee(s) listed under this provision.

- James Miller, 801 Old Hickory Towers, Old Hickory, TN. If this person or organization does not survive the Grantor or is not in existence, this share shall be distributed proportionately to the other distributee(s) listed under this provision. A.M. 3/1/2000

- Nancy Hastings, 1019 12th St., Goldsboro, NC. If this person or organization does not survive the Grantor or is not in existence, this share shall be distributed proportionately to the other distributee(s) listed under this provision.

- Living children of Thomas Miller (Sarah Marie, Jennifer Lynn, JoAnna), Last known address in/or around, Sarasota, FL. If this person or organization does not survive the Grantor or is not in existence, this share shall be distributed proportionately to the other distributee(s) listed under this provision. A.M. 3/1/2000

VI. TRUSTEE POWERS. The Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of the Trust, shall have the following rights, powers, and authority without order of court and without notice to anyone:

A. Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

B. Receive Additional Assets. To receive additional assets from other sources, including assets received under the Will of the Grantor or any other person.

C. Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

D. Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, for as long as the Trustee deems advisable.

E. Dispose of or Encumber Assets. To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

F. Settle Claims. To compromise, settle, or abandon claims in favor of or against the Trust.

G. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

H. Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.

I. Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the trust.

J. Distribute Property. To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.

K. Enter Contracts. To bind the Trust by contracts or agreements without assuming individual liability for such contracts.

L. Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the Trust.

M. Duration of Powers. To continue to exercise the powers provided in this Agreement after the termination of the Trust until all the assets of the Trust have been distributed.

VII. RIGHT TO DIRECT INVESTMENTS. At any time that the Trust has investments, and provided that the Grantor does not have a "disability", the Grantor may direct any Trustee to purchase, sell, or retain any trust investment.

VIII. REVOCATION OR AMENDMENT. During the Grantor's lifetime, the Grantor may revoke at any time, and/or the Grantor may amend, this Agreement by delivering to the Trustee

an appropriate written revocation or amendment, signed by the Grantor. If the Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for the Grantor for the purpose of withdrawing assets from the Trust.

IX. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

X. PERPETUITIES SAVINGS CLAUSE. Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the death of the last surviving beneficiary of this Agreement who is living at the time of the death of the Grantor.

XI. SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. MISCELLANEOUS PROVISIONS.

A. Paragraph Titles and Gender. The titles given to the paragraphs of this Trust are inserted for reference purposes only and are not to be considered as forming a part of this Trust in interpreting its provisions. All words used in this Trust in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child" and "children", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

B. Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of the Grantor's estate or any trust estate, and the Grantor's estate or the trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions as the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith.

C. Children. The names of the Grantor's children are:

Melinda Jane Martin
Nancy Hastings Jesse Catherings
~~James Miller~~
~~Thomas Miller (Any proceeds of this Trust will be distributed eveningly to Thomas Miller's living children; Sarah Marie, Jennifer Lynn, JoAnna)~~

All references in this Trust to "the Grantor's child" or "the Grantor's children" include the

above child or children, and any other children born to or adopted by the Grantor after the signing of this Trust.

Altha Miller

Signature - Altha Miller, Grantor

Altha Miller

Signature - Altha Miller, Trustee

State/Commonwealth of Tennessee

County/Parish of Davidson County

On this the 30 day of July, 1995, before me personally appeared Altha Miller, to me known to be the person described in and who executed the foregoing instrument as Grantor, and acknowledged that he/she executed same as his/her free act and deed.

Glenda McAdams

Notary Public

Notary Public

Title (and Rank)

My commission expires 5-27-2001