BILL GARRETT, Davidson County
Trans:T20110065997 AFFIDAVIT
Recvd: 10/21/11 12:56 38 pgs
Fees:192.00 Taxes:0.00
20111021-0082066

AFFIDAVIT OF HEIRSHIP
FOR
Eva A. Gwin

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Comes now the undersigned, being duly sworn, this 16 day of October, 2011, and makes oath that the following statements are true and accurate to the best of his knowledge and belief:

1. That the undersigned has known Eva A. Gwin and her family for over 10 years.
2. That the undersigned was the wife of pastor for Eva A. Gwin.
3. That Eva A. Gwin died unmarried in March of 2011.
4. That Eva A. Gwin was survived by her two sons, Ronald Lee Gwin and James Berry Gwin, and her two daughters, Donna Jo Gwin, now Donna Gwin Ditges and Dana Sue Gwin Smith, now Dana Sue Gwin.
5. That Eva A. Gwin had no other children either by birth or adoption.
6. That the undersigned is at least 18 years of age and of sound mind and disposition.
7. That the undersigned acknowledges that the closing agent, title underwriter and purchaser involved in the pending sale of that property located at 366 Deer Lake Drive in Nashville, Tennessee, to Jerry Wayne Parnell are relying on the accuracy of the representations contained herein in conducting the closing, insuring title and preparing documents and would not otherwise conduct the closing, insure title or prepare the documents unless such representations were made.

In Witness Whereof and in testimony hereto I have signed my name:

Cheryl D. Becton
CHERYL D. BECTON

*Attached as an exhibit to this affidavit is the Last Will and Testament of both Eva Gwin and James Vernon Gwin. Neither Will was probated. Also attached for the record is The JAmes and Eva Gwin Living Trust. All documents leave the property to their 4 children listed above.

Subscribed and sworn to before me this 16 day of October, 2011.



Anita Lynne Gwin
Notary Public

My commission expires May 8, 2012

#84610

Prepared by:
Chapman & Rosenthal Title
3817 Bedford Ave Ste 140
Nashville TN 37215

Exhibit A.

Last Will and Testament

of

Eva Gwin

Name, Residence, Family. I, Eva Gwin, a resident of Camden, Benton County, Tennessee, and a citizen of the United States, declare this to be my Will, and I revoke any and all wills and codicils previously made by me. I am married to James Vernon Gwin, and we have four children, Donna Jo Gwin, Ronald Lee Gwin, Dana Sue Gwin Smith, and James Berry Gwin. Whenever I use the term "child", "child of mine," or phrases having similar meaning, I am referring to these four adult children.

ARTICLE I: APPOINTMENT OF EXECUTOR

The following provisions shall govern the appointment and compensation of the Executor of my estate, and the making of bond and filing of an inventory and accountings by such fiduciaries:

1. Appointment of Executor. I appoint two of my children, Donna Jo Gwin and Ronald Lee Gwin, to serve as the Co-Executors of my estate. If either of my children is unwilling or unable to serve, the remaining individual Executor may continue to serve alone. Should it become necessary, I authorize my Executor to appoint an ancillary administrator. Any Co-Executor or ancillary administrator appointed by any named Executor shall be vested with all

E. A. G.

of the powers granted to my fiduciaries in my Will and shall also serve without bond, unless any named Executor should determine bond to be desirable.

2. No Bond, Inventory, or Accountings Required of Executor. My Executor and its successors shall serve without bond. Pursuant to Tennessee Code Annotated Sections 30-2-301 and 30-2-601, I excuse the requirements for making and filing an inventory and court accountings of my probate estate. However, my Executor shall compile and furnish an inventory and an accounting of my estate to any residuary beneficiary under my Will who may so request.

3. Rights and Duties of Successor Executor and Apportionment of Responsibilities. Any successor Executor shall succeed to all of the rights, powers and duties of its predecessor, but shall not be accountable for any of the acts or transactions of such predecessor. Further, if there is more than one Executor serving, such Executors may apportion their respective responsibilities among themselves in any manner they deem advisable.

4. Executor Compensation. Any individual Executor shall be entitled to receive reasonable compensation for services rendered under the terms of my Will based upon services actually performed and the time actually expended by such Executor in performing such services, and not upon a percentage of my estate or a trust, as approved by the court having competent jurisdiction over my estate.

ARTICLE II: PAYMENT OF DEBTS, EXPENSES AND TAXES

The payment of debts, expenses, and death taxes shall be made in accordance with the following provisions:

E. A. G.

1. Payment of Debts and Expenses. I authorize my Executor to pay my debts (except secured debts, which may be paid off or retained in the discretion of my Executor), funeral expenses, the cost of a suitable monument, and the costs or expenses incurred in the administration of my estate. I specifically do not charge the proceeds of any insurance policies on my life with the payment of any of such debts and expenses. However, my Executor is authorized, in its sole discretion, to apply the proceeds from any insurance policies on my life which are payable to my estate in paying such debts and expenses.

2. Contribution by Spouse Waived. In the event that my Executor should satisfy any debt of mine under circumstances which create a right of contribution from my husband, I authorize my Executor, in its sole discretion, to waive the right to seek contribution from my husband on behalf of my estate.

3. Payment of Death Taxes. All transfer, estate, inheritance, succession and other death taxes, and any interest or penalties thereon, which shall become payable by reason of my death, whether such taxes are payable with respect to property passing under my Will or outside of my Will, exclusive of any tax imposed as a result of Section 2041 or 2044, or Chapter 13 or 14 of the Code, or a corresponding provision of state law, shall be paid out of the residue of my estate; provided, however, any such taxes attributable to assets held in the Living Trust, as defined in Article IV of my Will, shall be paid in accordance with the provisions set forth in the Living Trust governing payment of death taxes.

ARTICLE III: SPECIAL BEQUESTS

E. G.

Bequest of Personal Effects. I intend to leave a typed or handwritten memorandum signed by me designating certain articles of my personal effects for various individuals. It is my intention that this memorandum be honored by my Executor, and that my heirs and beneficiaries abide by the bequests set forth therein. If no memorandum is found and properly identified by my Executor within sixty (60) days after my Executor is appointed, it shall be presumed that no such memorandum exists and any subsequently discovered memorandum shall be ignored. In the event that any person named in such memorandum shall predecease me, then the bequest made to such person shall lapse and be distributed as provided under the remaining provisions of this Article.

I give and bequeath to my husband all of my personal and household effects not specifically bequeathed under the terms of the memorandum described above, including automobiles, furniture, jewelry, clothing, and similar personal effects, together with all policies of insurance on such effects. Should my husband predecease me, I give and bequeath my personal and household effects to my living children in equal shares as they shall agree. My Executor is authorized to take the joint receipt of my children for this bequest, and it shall not be required to see to the division among them. However, in the event my children are unable to agree on a division of such effects, my Executor shall sell such effects at a private or public sale and distribute the proceeds equally among my children; and the decision of my Executor in this regard shall be final and binding on all concerned.

The reasonable cost of packing, shipping and storing all of my personal and household effects shall be charged against my estate as an expense of administration.

E. G.

ARTICLE IV: DISPOSITION OF RESIDUARY ESTATE

I give and bequeath the entire residue of my estate, including property of every kind which I may own or have an interest in at the time of my death, real, personal, or mixed and wherever situated, together with the proceeds of any policies of insurance on my life which may be payable to my estate, as reduced by my debts, funeral expenses, administration expenses, taxes chargeable against my residuary estate, and any other charges against the principal of my estate, to the Trustee of the James and Eva Gwin Living Trust, dated March 18, 2002, executed prior to the execution of this my Will by my husband and me as the Grantors and Donna Jo Gwin and Ronald Lee Gwin as the Trustees (the "Living Trust"), to be added to the Living Trust and administered and distributed in accordance with its terms as in effect on the date of my death. In the event the Living Trust is not then in existence, the entire residue of my estate shall be retained in trust by Donna Jo Gwin and Ronald Lee Gwin, as Co-Trustees, and administered and distributed in accordance with the terms governing the Living Trust in effect on the date of the execution of my Will, all of which terms (including the provisions governing successor trustees) are expressly incorporated herein by this reference.

ARTICLE V: GENERAL WILL PROVISIONS

Qualified Disclaimer. Any person entitled to receive property under the terms of my Will may disclaim all or any portion of the property otherwise passing to him or her by complying with the statutory requirements of Section 2518 of the Code, and the federal

E. G.

regulations thereunder, and Tennessee Code Annotated Section 31-1-103, as these statutory provisions presently exist or may subsequently be amended. Unless otherwise provided in my Will, such disclaimed property shall be distributed pursuant to the terms of my Will as if the disclaiming person had predeceased me.

Presumption of Survivorship. Notwithstanding anything to the contrary contained in any statute or legal presumption, and unless otherwise provided in connection with any specific bequest contained in my Will, should my husband and I die under such conditions that there is insufficient evidence to determine which of us died first, or that we died other than simultaneously, all of my property passing under my Will shall be disposed of as if my husband had survived me.

ARTICLE VI: GENERAL EXECUTOR POWERS

Authorization of Executor. Without diminishing or restricting the powers vested by law or elsewhere in my Will, and subject to all of the provisions of my Will, I authorize and empower my Executor, without having to obtain any judicial authorization or approval, and in the application of its best judgment and discretion on behalf of the beneficiaries of my Will, to exercise all or any of the following powers:

1. Incorporation of State Law Powers. Pursuant to Tennessee Code Annotated Section 35-50-109, I authorize my Executor to exercise the powers specifically enumerated in Tennessee Code Annotated Section 35-50-110, including the introductory paragraph thereof and all subparagraphs thereof to the extent applicable. These powers, as set

E. G.

out in this statute on the date of the execution of my Will, are granted and incorporated by reference, notwithstanding that this statute may have been amended or repealed at the time of my death.

2. Power to Allocate Assets. My Executor shall, in its sole discretion, make reasonable allocations of the property comprising my estate without being required to apportion each individual asset in satisfying any bequest made herein, or in allocating the residue of my estate as herein directed.

3. Tax Elections and Consents. In addition to all other powers, and notwithstanding any other provision of my Will, my Executor shall have full discretion to claim the deductions allowable to my estate for debts, expenses, taxes, claims and losses, either for federal income tax or estate tax purposes, in such manner as my Executor shall deem advisable, in order to minimize the total federal and state income and death taxes payable by my estate or as a result of my death. Such allocation may be made regardless of whether its effect is to favor one beneficiary or class of beneficiaries over another, or whether such expenses shall be charged to income or principal for distribution purposes. In addition, my Executor shall also be authorized, in its sole and absolute discretion, to consent to or oppose, as a shareholder, any election by any corporation pursuant to the provisions of any federal or state tax statutes or regulations.

4. Employment of Agents. My Executor shall be specifically authorized, in its sole discretion, to employ and to pay the reasonable compensation of such agents, accountants, custodians, experts and counsel, legal, investment, or otherwise, as my Executor shall deem advisable, and to delegate discretionary powers to, and rely upon information furnished by, such individuals or entities. Reasonable compensation paid for such services, as

E. G.

well as other reasonable administrative expenses and reasonable compensation paid to my Executor for its services, shall be paid out of estate assets in such manner as my Executor shall deem advisable.

5. Administration of Real Property by Executor. All real property in which I may have any interest at the time of my death shall be deemed to be part of my probate estate for purposes of administering my estate, and as such, shall be subject to the control of my Executor during the administration of my estate. For purposes of Tennessee Code Annotated Section 31-2-103, such real property shall be deemed to be personal property, subject to sale by my Executor, acting without joinder of any beneficiary, for the purpose of facilitating the distribution of my estate among the beneficiaries of my Will, as well as for the purpose of paying taxes, administrative expenses, and any other expenses or debts of my estate, without first being required to exhaust all other personal property of my estate.

ARTICLE VII: MEANING OF TERMS

Throughout my Will, the masculine gender shall be deemed to include the feminine, and vice versa, and the singular shall include the plural, and vice versa. Whenever the words "child", "children", "issue", or words of similar meaning are used in my Will, they are intended to include adopted as well as natural born persons, provided such person was under the age of twenty-one (21) years at the time of legal adoption. The term "Code" as used in my Will shall refer to the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

E. G.

IN WITNESS WHEREOF, I have hereunto set my hand to this my Will, consisting of nine (9) pages, each of which bears my initials or signature, at Nashville, Tennessee, this 18th day of March, 2002.

Eva Gwin

Eva Gwin

Signed, published, and declared by Eva Gwin as and for her Last Will and Testament, in the presence of us, the undersigned, who, at her request and in her sight and presence and in the sight and presence of each other, have hereunto signed our names as attesting witnesses on the day and date and at the place above written.

Richard A Ware

Mary M. Brown

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Barbara Kimmins, a Notary Public in and for said State and County, Richard F. Warren and Mary M. Brown to me known, who made oath as follows:

1. That they were requested by the testator, Eva Gwin, to witness her signature to the attached instrument, which purports to be her Last Will and Testament, and they were further requested by the testator to execute this affidavit;

2. That the testator signed said instrument and declared the same to be her Last Will and Testament in the presence of each of the undersigned, on the date set forth therein;

3. That each of the undersigned in turn signed the said instrument on the same date, as attesting witnesses, in the sight and presence of the testator and of each other;

4. That the testator was at least eighteen (18) years of age and of apparent sound mind at the time of the execution of said instrument, and legally capable of making a Will;

5. That this affidavit is made pursuant to Tennessee Code Annotated Section 32-2-110.

Richard F. Warren

Mary M. Brown

Subscribed and sworn to before me this 18th day of March, 2002.

Barbara Kimmins

Notary Public
My Commission Expires: 10/25/03

0658101.01
102069-001 03/18/2002

Exhibit B.

Last Will and Testament

of

James Vernon Gwin

Name, Residence, Family. I, James Vernon Gwin, a resident of Camden, Benton County, Tennessee, and a citizen of the United States, declare this to be my Will, and I revoke any and all wills and codicils previously made by me. I am married to Eva Gwin, and we have four children, Donna Jo Gwin, Ronald Lee Gwin, Dana Sue Gwin Smith, and James Berry Gwin. Whenever I use the term "child", "child of mine," or phrases having similar meaning, I am referring to these four adult children.

ARTICLE I: APPOINTMENT OF EXECUTOR

The following provisions shall govern the appointment and compensation of the Executor of my estate, and the making of bond and filing of an inventory and accountings by such fiduciaries:

1. Appointment of Executor. I appoint two of my children, Donna Jo Gwin and Ronald Lee Gwin, to serve as the Co-Executors of my estate. If either of my children is unwilling or unable to serve, the remaining individual Executor may continue to serve alone. Should it become necessary, I authorize my Executor to appoint an ancillary administrator. Any Co-Executor or ancillary administrator appointed by any named Executor shall be vested with all

J.V.G

of the powers granted to my fiduciaries in my Will and shall also serve without bond, unless any named Executor should determine bond to be desirable.

2. No Bond, Inventory, or Accountings Required of Executor. My Executor and its successors shall serve without bond. Pursuant to Tennessee Code Annotated Sections 30-2-301 and 30-2-601, I excuse the requirements for making and filing an inventory and court accountings of my probate estate. However, my Executor shall compile and furnish an inventory and an accounting of my estate to any residuary beneficiary under my Will who may so request.

3. Rights and Duties of Successor Executor and Apportionment of Responsibilities. Any successor Executor shall succeed to all of the rights, powers and duties of its predecessor, but shall not be accountable for any of the acts or transactions of such predecessor. Further, if there is more than one Executor serving, such Executors may apportion their respective responsibilities among themselves in any manner they deem advisable.

4. Executor Compensation. Any individual Executor shall be entitled to receive reasonable compensation for services rendered under the terms of my Will based upon services actually performed and the time actually expended by such Executor in performing such services, and not upon a percentage of my estate or a trust, as approved by the court having competent jurisdiction over my estate.

ARTICLE II: PAYMENT OF DEBTS, EXPENSES AND TAXES

The payment of debts, expenses, and death taxes shall be made in accordance with the following provisions:

J. V. D.

1. Payment of Debts and Expenses. I authorize my Executor to pay my debts (except secured debts, which may be paid off or retained in the discretion of my Executor), funeral expenses, the cost of a suitable monument, and the costs or expenses incurred in the administration of my estate. I specifically do not charge the proceeds of any insurance policies on my life with the payment of any of such debts and expenses. However, my Executor is authorized, in its sole discretion, to apply the proceeds from any insurance policies on my life which are payable to my estate in paying such debts and expenses.

2. Contribution by Spouse Waived. In the event that my Executor should satisfy any debt of mine under circumstances which create a right of contribution from my wife, I authorize my Executor, in its sole discretion, to waive the right to seek contribution from my wife on behalf of my estate.

3. Payment of Death Taxes. All transfer, estate, inheritance, succession and other death taxes, and any interest or penalties thereon, which shall become payable by reason of my death, whether such taxes are payable with respect to property passing under my Will or outside of my Will, exclusive of any tax imposed as a result of Section 2041 or 2044, or Chapter 13 or 14 of the Code, or a corresponding provision of state law, shall be paid out of the residue of my estate; provided, however, any such taxes attributable to assets held in the Living Trust, as defined in Article IV of my Will, shall be paid in accordance with the provisions set forth in the Living Trust governing payment of death taxes.

ARTICLE III: SPECIAL BEQUESTS

Bequest of Personal Effects. I intend to leave a typed or handwritten memorandum signed by me designating certain articles of my personal effects for various individuals. It is my intention that this memorandum be honored by my Executor, and that my heirs and beneficiaries abide by the bequests set forth therein. If no memorandum is found and properly identified by my Executor within sixty (60) days after my Executor is appointed, it shall be presumed that no such memorandum exists and any subsequently discovered memorandum shall be ignored. In the event that any person named in such memorandum shall predecease me, then the bequest made to such person shall lapse and be distributed as provided under the remaining provisions of this Article.

I give and bequeath to my wife all of my personal and household effects not specifically bequeathed under the terms of the memorandum described above, including automobiles, furniture, jewelry, clothing, and similar personal effects, together with all policies of insurance on such effects. Should my wife predecease me, I give and bequeath my personal and household effects to my living children in equal shares as they shall agree. My Executor is authorized to take the joint receipt of my children for this bequest, and it shall not be required to see to the division among them. However, in the event my children are unable to agree on a division of such effects, my Executor shall sell such effects at a private or public sale and distribute the proceeds equally among my children; and the decision of my Executor in this regard shall be final and binding on all concerned.

The reasonable cost of packing, shipping and storing all of my personal and household effects shall be charged against my estate as an expense of administration.

Ryan V B

ARTICLE IV: DISPOSITION OF RESIDUARY ESTATE

I give and bequeath the entire residue of my estate, including property of every kind which I may own or have an interest in at the time of my death, real, personal, or mixed and wherever situated, together with the proceeds of any policies of insurance on my life which may be payable to my estate, as reduced by my debts, funeral expenses, administration expenses, taxes chargeable against my residuary estate, and any other charges against the principal of my estate, to the Trustee of the James and Eva Gwin Living Trust, dated March 18, 2002, executed prior to the execution of this my Will by my wife and me as the Grantors and Donna Jo Gwin and Ronald Lee Gwin as the Trustees (the "Living Trust"), to be added to the Living Trust and administered and distributed in accordance with its terms as in effect on the date of my death. In the event the Living Trust is not then in existence, the entire residue of my estate shall be retained in trust by Donna Jo Gwin and Ronald Lee Gwin, as Co-Trustees, and administered and distributed in accordance with the terms governing the Living Trust in effect on the date of the execution of my Will, all of which terms (including the provisions governing successor trustees) are expressly incorporated herein by this reference.

ARTICLE V: GENERAL WILL PROVISIONS

Qualified Disclaimer. Any person entitled to receive property under the terms of my Will may disclaim all or any portion of the property otherwise passing to him or her by complying with the statutory requirements of Section 2518 of the Code, and the federal

J.J.G

regulations thereunder, and Tennessee Code Annotated Section 31-1-103, as these statutory provisions presently exist or may subsequently be amended. Unless otherwise provided in my Will, such disclaimed property shall be distributed pursuant to the terms of my Will as if the disclaiming person had predeceased me.

Presumption of Survivorship. Notwithstanding anything to the contrary contained in any statute or legal presumption, and unless otherwise provided in connection with any specific bequest contained in my Will, should my wife and I die under such conditions that there is insufficient evidence to determine which of us died first, or that we died other than simultaneously, all of my property passing under my Will shall be disposed of as if my wife had survived me.

ARTICLE VI: GENERAL EXECUTOR POWERS

Authorization of Executor. Without diminishing or restricting the powers vested by law or elsewhere in my Will, and subject to all of the provisions of my Will, I authorize and empower my Executor, without having to obtain any judicial authorization or approval, and in the application of its best judgment and discretion on behalf of the beneficiaries of my Will, to exercise all or any of the following powers:

1. Incorporation of State Law Powers. Pursuant to Tennessee Code Annotated Section 35-50-109, I authorize my Executor to exercise the powers specifically enumerated in Tennessee Code Annotated Section 35-50-110, including the introductory paragraph thereof and all subparagraphs thereof to the extent applicable. These powers, as set

J.B.

out in this statute on the date of the execution of my Will, are granted and incorporated by reference, notwithstanding that this statute may have been amended or repealed at the time of my death.

2. Power to Allocate Assets. My Executor shall, in its sole discretion, make reasonable allocations of the property comprising my estate without being required to apportion each individual asset in satisfying any bequest made herein, or in allocating the residue of my estate as herein directed.

3. Tax Elections and Consents. In addition to all other powers, and notwithstanding any other provision of my Will, my Executor shall have full discretion to claim the deductions allowable to my estate for debts, expenses, taxes, claims and losses, either for federal income tax or estate tax purposes, in such manner as my Executor shall deem advisable, in order to minimize the total federal and state income and death taxes payable by my estate or as a result of my death. Such allocation may be made regardless of whether its effect is to favor one beneficiary or class of beneficiaries over another, or whether such expenses shall be charged to income or principal for distribution purposes. In addition, my Executor shall also be authorized, in its sole and absolute discretion, to consent to or oppose, as a shareholder, any election by any corporation pursuant to the provisions of any federal or state tax statutes or regulations.

4. Employment of Agents. My Executor shall be specifically authorized, in its sole discretion, to employ and to pay the reasonable compensation of such agents, accountants, custodians, experts and counsel, legal, investment, or otherwise, as my Executor shall deem advisable, and to delegate discretionary powers to, and rely upon information furnished by, such individuals or entities. Reasonable compensation paid for such services, as

JVB.

well as other reasonable administrative expenses and reasonable compensation paid to my Executor for its services, shall be paid out of estate assets in such manner as my Executor shall deem advisable.

5. Administration of Real Property by Executor. All real property in which I may have any interest at the time of my death shall be deemed to be part of my probate estate for purposes of administering my estate, and as such, shall be subject to the control of my Executor during the administration of my estate. For purposes of Tennessee Code Annotated Section 31-2-103, such real property shall be deemed to be personal property, subject to sale by my Executor, acting without joinder of any beneficiary, for the purpose of facilitating the distribution of my estate among the beneficiaries of my Will, as well as for the purpose of paying taxes, administrative expenses, and any other expenses or debts of my estate, without first being required to exhaust all other personal property of my estate.

ARTICLE VII: MEANING OF TERMS

Throughout my Will, the masculine gender shall be deemed to include the feminine, and vice versa, and the singular shall include the plural, and vice versa. Whenever the words "child", "children", "issue", or words of similar meaning are used in my Will, they are intended to include adopted as well as natural born persons, provided such person was under the age of twenty-one (21) years at the time of legal adoption. The term "Code" as used in my Will shall refer to the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

V.B

IN WITNESS WHEREOF, I have hereunto set my hand to this my Will, consisting of nine (9) pages, each of which bears my initials or signature, at Nashville, Tennessee, this 18th day of March, 2002.

James Vernon Gwin

Signed, published, and declared by James Vernon Gwin as and for his Last Will and Testament, in the presence of us, the undersigned, who, at his request and in his sight and presence and in the sight and presence of each other, have hereunto signed our names as attesting witnesses on the day and date and at the place above written.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Barbara Kimmins, a Notary Public in and for said State and County, Richard E. Warren and Mary M. Brown to me known, who made oath as follows:

1. That they were requested by the testator, James Vernon Gwin, to witness his signature to the attached instrument, which purports to be his Last Will and Testament, and they were further requested by the testator to execute this affidavit;

2. That the testator signed said instrument and declared the same to be his Last Will and Testament in the presence of each of the undersigned, on the date set forth therein;

3. That each of the undersigned in turn signed the said instrument on the same date, as attesting witnesses, in the sight and presence of the testator and of each other;

4. That the testator was at least eighteen (18) years of age and of apparent sound mind at the time of the execution of said instrument, and legally capable of making a Will;

5. That this affidavit is made pursuant to Tennessee Code Annotated Section 32-2-110.

Richard E Warren

Mary M. Brown

Subscribed and sworn to before me this 18th day of March, 2002.

Barbara Kimmins

Notary Public
My Commission Expires: 10/25/03

0658101.01
102069-001 03/18/2002

Exhibit C.

JAMES AND EVA GWIN LIVING TRUST

THIS TRUST AGREEMENT is made and entered into between James Vernon Gwin and Eva Gwin, residents of Camden, Benton County, Tennessee (the "Grantors") and Donna Jo Gwin and Ronald Lee Gwin (sometimes collectively referred to as the "Trustee").

ARTICLE I: Name of Trust; Effective Date. This Trust Agreement shall be known as the "James and Eva Gwin Living Trust" (hereinafter referred to as the "Trust" or "this Trust"). The effective date of this Trust Agreement is March 18, 2002.

ARTICLE II: Transfer of Assets to Trust. The Grantors hereby assign, transfer, and deliver to the Trustee the property described in Exhibit "A" attached hereto. The Trustee hereby acknowledges receipt of such property and agrees to hold the same in trust and to manage and dispose of the same in accordance with the provisions of this Trust.

ARTICLE III: Beneficiaries of Trust. The Trust hereby created is for the benefit of each of the Grantors during their lifetimes, with the remaining trust principal to be distributed to their children, Donna Jo Gwin, Ronald Lee Gwin, Dana Sue Gwin Smith, and James Berry Gwin, as provided hereunder following death of the surviving Grantor.

ARTICLE IV: Reservation of Right to Alter, Amend, Revoke, or Terminate. The Grantors reserve the right at any time and from time to time to alter, amend, revoke, or terminate this Trust, in whole or in part, or any provisions hereof, by an instrument in writing signed by the Grantors and delivered to the Trustee during the lifetimes of the Grantors. Upon the death of the one of the Grantors, or upon the earlier incapacity of one of the Grantors, as defined below, the Trust shall become irrevocable. However, in the event of the incapacity of a Grantor, this Trust

Record Book
57 Pg 691

shall again become fully revocable should such Grantor regain capacity. If this Trust is revoked in its entirety, the revocation shall take effect upon the delivery of said instrument of revocation to the Trustee. Upon the revocation of this Trust in its entirety, the Trustee shall distribute or transfer all of the Trust assets to the Grantors equally or as the Grantors may direct in said instrument of revocation. The Grantors reserved powers under this Trust are personal to the Grantors and may not be exercised on the Grantors' behalf by her legal representative or attorney-in-fact. No alteration or amendment under this Article shall increase the duties or obligations of the Trustee without its written consent.

For purposes of this Trust, a Grantor shall be deemed to be in a state of incapacity upon receipt by the Trustee of a sworn written medical reports from a physician, stating that he or she has made a personal physical and mental examination of that Grantor within the immediately preceding thirty (30) days, and that such physician is of the opinion that the Grantor, because of accident, illness, age, mental, or physical condition, or other infirmity, is unable to manage his or her own affairs. The Grantor shall be deemed to have regained capacity upon receipt by the Trustee of sworn written medical report from a physician stating that he or she has made a personal physical and mental examination of the Grantor within the immediately preceding thirty (30) days, and that such physician is of the opinion that the Grantor is again able to manage his or her own affairs.

ARTICLE V: Administration of Trust During Grantors' Lifetime. Until the death of the surviving Grantor, the Trustee shall distribute to or for the benefit of the Grantor(s) so much of the net income and principal of the Trust as the Trustee shall deem advisable. The Trustee shall from time to time distribute so much of the income and principal of the Trust as the Grantor(s) may direct by an instrument in writing signed by the Grantor(s) and delivered to the

Trustee. In the event of the incapacity of a Grantor, the Trustee shall be authorized to distribute to or for the benefit of such Grantor so much of the net income and principal of the Trust as the Trustee shall deem advisable in order to provide for that Grantor's support in reasonable comfort, and health and maintenance. Any income not so paid or applied in any Trust year shall be added to Trust principal and invested and reinvested thereafter.

Until the death of the surviving Grantor, the Grantors shall have the full use and occupancy of the residence initially contributed to this Trust, or any replacement residence held in this Trust. The Grantors shall pay all costs associated with their right to the use and occupancy of the residence or any residence purchased from the proceeds thereof, including without limitation, all casualty insurance premiums, all ad valorem real property taxes, all governmental assessments, and all ordinary expenses for maintenance and upkeep. However, in the event the Grantors are incapacitated, the Trustee shall be authorized to pay all such costs to the extent of funds held in this Trust. The Trustee shall maintain the residence in trust unless and until the Grantors direct the Trustee to sell or exchange it. Additionally, the Grantors shall have the authority to request the Trustee to purchase a replacement residence in the event of a sale of the residence. The Trustee, in its fiduciary capacity, shall determine the appropriate terms and conditions of any sale or exchange of the residence and of any purchase of a replacement residence, including without limitation, the sale price of the residence, and the terms of payment for the residence. In the event the Trustee does not reinvest all or any portion of any sale proceeds from the residence, the excess proceeds shall be held by the Trustee to be administered in accordance with the terms of this Article. Additionally, any replacement residence acquired in exchange for the residence or purchased with the proceeds of the sale of the residence shall be

Record Book
57 Pg 693

held by the Trustee and shall be subject to the same terms and conditions of this Article as was the residence.

ARTICLE VI: Administration of Trust at Death of the Surviving Grantor. Upon the death of the last living Grantor, the Trustee shall administer and distribute the remaining Trust assets, together with any property which passes to this Trust by reason of the Grantor's death, in accordance with the following provisions:

(1) Payment of Debts and Expenses; Advancements to Estate. Following the death of the surviving Grantor, the Trustee shall be authorized, in its absolute discretion, to pay any debts, funeral expenses, including the cost of a suitable monument, unpaid charitable pledges (regardless of whether they are enforceable obligations of a Grantor's estate), and expenses incurred in the administration of the Grantor's estate. Furthermore, the Trustee also shall be authorized, in its absolute discretion, without regard to whether any Trustee also may be serving as an executor of the Grantor's estate, to purchase on behalf of the Trust any property, real, personal, or mixed, tangible or intangible, and wherever situated, belonging to the estate of the Grantor, or to make loans or advancements to the executor of the Grantor's estate, in order to provide funds with which to make specific bequests or to pay claims, taxes, administration expenses, or other indebtedness of the Grantor's estate. Any such purchases, loans, and advancements shall be made upon such terms and conditions as the Trustee, in its sole discretion, may deem appropriate. The Trustee shall not be liable for any loss to the trust estate by reason of acting in accordance with this paragraph, except for its own negligence.

(2) Payment of Estate Taxes. The Trustee shall be authorized, in its absolute discretion, to pay all or a portion of the transfer, estate, inheritance, succession and other death taxes, and any interest or penalties thereon, which shall become payable by reason of

the Grantor's death, exclusive of any tax imposed as a result of Section 2041 or 2044, or Chapter 13 or 14 of the Code, or a corresponding provision of state law. Alternatively, in the event any portion of the Trust property is includable in the Grantor's gross estate for federal estate or state inheritance tax purposes and no deduction is allowable with respect to such property, the Trustee may remit to the executor of the Grantor's estate, out of such portion, an amount equal to the excess of all federal and state death taxes payable by reason of the Grantor's death over the death taxes which would have been payable at her death if none of the Trust property had been included in her estate, irrespective of any provision of the Grantor's last will and testament. The Trustee shall not seek contribution toward, or recovery of, any such payment from any beneficiary.

(3) Distribution of Remaining Trust Principal. Following the death of the surviving Grantor, and after providing for the payments, if any, made pursuant to the preceding paragraphs of this Article, the Trustee shall distribute the then remaining Trust principal and any accumulated income outright to the Grantors' children, Donna Jo Gwin, Ronald Lee Gwin, Dana Sue Gwin, and James Berry Gwin, in equal shares. In the event a child of the Grantors is deceased, the share of such deceased child shall be distributed among her living issue, *per stirpes*. Should a deceased child of the Grantors have no living issue, his or her shares shall be allocated pro rata among the shares of the Grantors' other children, with the share of any other deceased child of the Grantors to be allocated among his or her living issue, *per stirpes*.

ARTICLE VII: Additional Contributions to Trust. The Grantors or any other person may add property to this Trust (i) by lifetime transfer; (ii) by a testamentary transfer by last will and testament, trust, or otherwise; (iii) by naming the Trustee as beneficiary of one or

more life insurance policies or annuities; or (iv) by any other means; provided, that such property shall be acceptable to the Trustee.

The Trustee may, in its absolute discretion, decline to accept all or any portion of such additions if in the best interest of the Trust and its beneficiaries. In addition, the Trustee may, in its sole discretion, decline to accept, or accept and administer as a separate trust with provisions identical to the Trust established hereunder, any property for which liability under the federal Comprehensive Environmental Response, Compensations and Liability Act (CERCLA) or any similar federal or state law may be attributed in any manner. Furthermore, if the Trustee shall agree to accept any such additions to this Trust, the Trustee shall not be required to retain any property in the form received. Upon receipt and acceptance by the Trustee, any such additions shall be deemed to be part of this Trust.

ARTICLE VIII: Payments to Incapacitated Beneficiaries and Third Parties. If, pursuant to this Trust, any property shall be payable outright to a person who is under any other legal, mental, or physical disability (hereinafter referred to as an "incapacitated beneficiary"), the Trustee shall have the power, exercisable in its absolute discretion and without court approval, to pay such property, in whole or in part, to an incapacitated beneficiary, to a guardian, or conservator of an incapacitated beneficiary, to a custodian for an incapacitated beneficiary, or to any adult with whom an incapacitated beneficiary may reside. The recipient of such property shall not be required to furnish bond or file any accountings with respect to such property, unless the Trustee should direct otherwise; and the receipt of such property by the recipient shall discharge the Trustee from any further responsibility or liability with respect to such property.

ARTICLE IX: Incorporation of Statutory Fiduciary Powers. The Grantors hereby confers upon the Trustee all powers and discretion specifically enumerated in Tennessee Code

Annotated Section 35-50-110, as in effect on the effective date of this Trust, including the introductory paragraph thereof and all subparagraphs thereof to the extent applicable, as well as all powers generally conferred upon fiduciaries by other provisions of trust law and this Trust. These powers are granted, and are hereby incorporated herein by reference, notwithstanding that such statute may be subsequently amended or repealed. The Trustee also is granted the following additional powers and duties concerning the Trust and the assets comprising its principal, which additional powers and duties are specified by way of enumeration and not limitation:

1. Without limiting the discretionary authority granted to the Trustee by statute, and subject to all of the provisions of this Trust, the Trustee shall also have the authority to invest, in its discretion, in securities, certificates of deposit, mutual funds, pooled asset funds, money market and liquid asset funds, and other similar investments. In addition, the Trustee shall be authorized to retain assets distributed to the Trustee, even though such assets may constitute an over-concentration in one or more similar investments. Further, the Trustee shall have the authority to make investments in unproductive property, if such investments will inure to the benefit of one or more beneficiaries of the Trust.

2. The Trustee may invest and reinvest the moneys, assets and properties in such securities or property as the Trustee, in its absolute discretion, deems suitable and desirable, without being limited by present or any future law or laws of the State of Tennessee or any other governmental agency relating to investments of trust funds, and without any necessity to diversify the Trust properties. The Trustee, in its discretion, may invest and reinvest in common stocks, investment trust shares or certificates, bonds, mortgages, common trust funds operated by any corporate trustee for the administration of this and other trusts, or other securities, as well as real and personal property, leaseholds and any other form of investment deemed by the Trustee suitable and prudent for the investment of trust funds.

3. The Trustee is authorized to buy, sell, pledge, transfer, endorse, dispose of, and trade in any certificates, mortgages or other securities or personal property, tangible or intangible, and to execute all papers, powers of attorney, or other agreements in connection therewith as may be deemed desirable and proper by the Trustee, all without the joinder of any beneficiary.

4. The Trustee is authorized to execute all contracts, deeds of general or special warranty or quitclaim, leases, options, conveyances, mortgages, pledges, deeds of trust, notes, bills of sale, and other instruments of every kind

and character incident to the exercise of any of the aforesaid powers, without the joinder of any beneficiary; and no lessee, pledgee, mortgagee, conveyee or other person dealing with the Trustee shall be required to see to the application of the proceeds of any such transaction. Any mortgage, deed of trust or pledge may contain a power of sale upon default.

5. The Trustee is authorized to purchase bonds, notes, and other securities at a premium or at a discount and, in its discretion, to amortize said premium by charging the same against income or charging the entire premium, or any part thereof, against principal; and either to add profits realized from purchases or sales at a discount to the principal, or distribute the same as additional income to the beneficiary if a profit, or deduct the same from income if a loss, in its absolute discretion. The action of the Trustee in allocating losses or profits as herein authorized shall not be subject to question, this discretion being exclusively vested in the Trustee.

6. When a corporation pays a dividend in its own stock, such stock dividend shall constitute and be held as principal by the Trustee as part of the Trust. When the corporation distributes stock in another corporation as a dividend, the Trustee is authorized, in its absolute discretion, to add such stock to the principal of the Trust, or to distribute the same as income, with the right to allocate such stock being vested exclusively in the Trustee, to be exercised by the Trustee as its judgment may direct to the best interest of the Trust. Provided, however, if such stock is added to the principal of the Trust, all income taxes, if any, on the receipt thereof shall be paid out of the principal of the estate.

7. The Trustee is authorized to exercise any rights, options, or any other rights, of subscription or otherwise, which may be attached to or which may, at any time, belong to or be given to the holders of any stocks, bonds, securities or investments held by the Trustee as part of the principal of the Trust. The Trustee shall have the power to join in any plan for the sale, lease, mortgage, consolidation, exchange, foreclosure or reorganization of any corporation or other form of business organization in which the Trustee may hold any stocks or bonds, or other forms of investment, and to take and hold any securities or investments issued under any such plan, and to pay any assessments involved therein. The Trustee is authorized to participate in any voting trust agreement, and to exchange any shares of stock which may be in the Trust for voting trust certificates.

8. Any stocks, bonds, voting trust certificates or securities, comprising a part of the trust estate at any time may be, if the Trustee should so desire or elect, carried in the name of the Trustee or in the name of a nominee or nominees selected by the Trustee; and such action shall in no way increase or decrease the liability or responsibility of the Trustee.

9. The Trustee is authorized to appear at any meeting of stockholders of any corporation, the stock of which is held in the Trust, in order to refrain from voting or to vote any such stock, as the Trustee may deem desirable and for the

best interest of the Trust, and to this end, to execute a proxy or proxies for such purpose, with or without power of substitution.

10. The Trustee is authorized to buy, sell, mortgage, operate, repair, maintain and improve real estate, including leaseholds thereon, and is authorized to use the funds or credit of the Trust for the aforesaid purposes. The Trustee is authorized to lease any property of the Trust upon such terms and conditions, and for such term of years, as the Trustee deems advisable; and any such lease so made shall be valid and bind the Trust for the term therein specified, even though the term of such lease extends beyond the termination of the Trust. The Trustee is authorized, in its discretion, to set up and establish a depreciation account for all improvements on real property, to withhold the amount of said depreciation account from the net income, and to use this depreciation account for making improvements on real estate(s), or for other additions to the principal of the Trust. Notwithstanding the foregoing authorization, the entire amount of any income tax deduction for depreciation shall be allocated among all income beneficiaries, in the same proportion as the share of net income distributed to each beneficiary.

11. The Trustee is authorized to borrow money for the use of the Trust, or for the making distributions from the principal of the Trust, or for the payment of indebtedness, taxes or administration expenses required by law or by the terms of this Trust or a Grantor's last will and testament to be paid by a Grantor's estate or by the Trust; to execute a note or notes therefor binding on the Trust; and, if required so to do, the Trustee is authorized to secure the repayment of such note or notes by pledge or mortgage, containing a power of sale upon default, of all or any part of the property comprising the principal of the Trust.

12. The Trustee is authorized to employ and to pay the compensation of such agents, accountants, auditors, custodians, experts and counsel, legal or investment, as it shall deem advisable, and to delegate discretionary powers to, and rely upon information or advice furnished by, such agents, accountants, auditors, custodians, experts or counsel. Reasonable compensation paid for such services, as well as other administrative expenses and reasonable compensation which may be paid to the Trustee for its services, shall be paid out of Trust assets in such manner as the Trustee shall deem advisable. Compensation for services rendered by any corporate Trustee shall be paid in accordance with its customary charges for such services as set forth in its schedule of fees in effect at the time the services are rendered. Any individual Trustee shall be entitled to receive reasonable compensation for services rendered under the terms of this Trust as approved by the court having competent jurisdiction over the Grantor's estate or this Trust.

13. Upon the termination of the Trust, the rights and powers of the Trustee to manage the Trust, to transfer the property comprising the principal thereof, and to execute deeds, bills of sale and other necessary conveyances or documents in order to carry out and exercise said powers, shall continue to the extent necessary in order to enable the Trustee to wind up the trust, to pay the

expenses thereof, and to distribute the principal thereof to the persons entitled thereto.

ARTICLE X: Limitations on Trustee and the Grantors. Notwithstanding any other provision of this Trust to the contrary, and particularly notwithstanding the powers herein specifically granted to the Trustee:

(1) The Trustee shall exercise its power and discretion at all times in a fiduciary capacity solely in the best interest of this Trust and the beneficiaries.

(2) No person dealing with the Trustee shall be bound to see to the application or disposition of cash or other property transferred to the Trustee, or to inquire into the authority for or propriety of any action by the Trustee.

(3) No individual Trustee shall have the right to participate in any decision regarding discretionary distributions of income or principal for his or her own benefit, or for the benefit of any other individual to the extent that such discretionary distributions are used to satisfy a legal obligation of that Trustee to support or maintain that individual.

ARTICLE XI: Spendthrift Provision. The interest of any beneficiary under the Trust (other than either of the Grantors) shall not be grantable, transferable, or otherwise assignable by anticipation, except to the extent specifically provided herein, nor shall the interest of any beneficiary be subject to the claims of any creditors of any beneficiary; and except as provided in this paragraph, the Trustee shall continue to pay such income or principal, as the case may be, directly to or for such beneficiary, notwithstanding any transfer, assignment, conveyance, or action by creditors. No spouse, or person claiming to be the spouse, of any beneficiary shall have any right or claim to the principal or the income of the Trust. No part of either principal or income shall be subject to attachment, garnishment, execution, receivership or

trustee's process; and in the event that any such process shall be served upon the Trustee, the right of any beneficiary in respect of whose interest such process is attempted, to receive either income or principal shall terminate until such process shall be released and discharged. However, the Trustee may make advances from either principal or income for the support in reasonable comfort, and the health, maintenance and education, whether public, private, or special, of such beneficiary as the Trustee, in its discretion, may deem wise and proper under the circumstances.

ARTICLE XII: Successor Trustee. Subject to the provisions of Article XIII below, if at any time and for any reason there is only one individual Trustee who is willing and able to serve, such remaining individual Trustee may continue to serve alone. Any successor Trustee shall succeed to all of the rights and duties of its predecessor, but shall not be liable for any of the actions or transactions of its predecessor.

ARTICLE XIII: Resignation and Replacement of Trustee. Any individual may voluntarily resign by giving sixty (60) days' written notice to the Grantors, who shall be authorized to appoint a successor individual Trustee. In addition, the Grantors may at any time and from time to time, without assigning cause, remove any Trustee serving hereunder and appoint a successor individual Trustee. In the event of the death or incapacity of a Grantor, the right to appoint a successor Trustee following resignation, and the right of removal and appointment of a Trustee, may be exercised by the remaining Grantor. Any Trustee appointed, by its acceptance of this Trust, shall be deemed to have agreed that, upon termination of the Trust, or upon change of the Trustee, it will impose no severance, succession, or termination charge by reason of the discontinuance of its services as Trustee.

ARTICLE XIV: No Bond; Annual Accountings; Apportionment of Duties. Neither the original Trustee nor any successor Trustee shall be required to file or furnish any bond or other security for any purpose, or file any accountings in any court of record. However, the Trustee shall account for its transactions at least annually to the Grantors and to each current income beneficiary, or to the guardian, conservator or legal representative of a Grantor or beneficiary. In the event there should be more than one Trustee serving, the Co-Trustees may apportion their responsibilities in any manner they deem advisable.

ARTICLE XV: Meaning of Terms. Throughout this Trust, the masculine gender shall be deemed to include the feminine, and vice versa, and the singular shall include the plural, and vice versa. The term "Code" means the Internal Revenue Code of 1986, as amended, unless otherwise provided.

ARTICLE XVI: Governing Law. This Trust has been executed by the Grantors and accepted by the Trustees in the State of Tennessee; and all questions pertaining to the validity, construction and administration of this Trust shall be determined in accordance with the laws of the State of Tennessee.

Record Book
57 Pg 702

IN WITNESS WHEREOF, the Grantors and the Trustees have hereunto set their hands as of the effective date of this Trust.

GRANTORS:

James V. Gwin
James Vernon Gwin

Eva Gwin
Eva Gwin

TRUSTEES:

Donna Jo Gwin
Donna Jo Gwin

Ronald L Gwin
Ronald Lee Gwin

Record Book
57 Pg 703

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Barbara Kimmins, Notary Public, James Vernon Gwin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS Grantor's hand, at office, this 18th day of March, 2002.

Barbara Kimmins
Notary Public
My Commission Expires: 10/25/03

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Barbara Kimmins, Notary Public, Eva Gwin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS Grantor's hand, at office, this 18th day of March, 2002.

Barbara Kimmins
Notary Public
My Commission Expires: 10/25/03

STATE OF ~~TENNESSEE~~ FLORIDA)

COUNTY OF ORANGE)

Personally appeared before me, ~~[illegible]~~ BARBARA J. COAD, Notary Public, Donna Jo Gwin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS ~~Grantor~~ TRUSTEE's hand, at office, this 18th day of March, 2002.

Barbara J. Coad

Notary Public

My Commission Expires: _____

Barbara J Coad
My Commission CC817168
Expires April 23, 2003

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, BARBARA KIMMONS, Notary Public, Ronald Lee Gwin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS Grantor's hand, at office, this 18th day of March, 2002.

Barbara Kimmons

Notary Public

My Commission Expires: 10/25/03

NOTARY PUBLIC AT LARGE

EXHIBIT "A"

Residence located at 890 Timothy Drive, Camden, Tennessee

Debbie Harsis, Register
Benton County Tennessee

Rec #:	37107	Instrument 37455
Rec'd:	80.00	NBk: 6 Pg 447
State:	0.00	
Clerk:	0.00	Recorded
EDP:	2.00	4/1/2002 at 10:20 am
Total:	82.00	in Record Book
		57 Pages 691-706