BILL GARRETT, Davidson County
Trans:T20120081821 AGRMTTRUST
Recvd: 10/29/12 09:31 5 pgs
Fees:27.00 Taxes:0.00
20121029-0098725

Prepared By:
W. Keith Keisling
Equitable Trust Company
4400 Harding Rd., Suite 310
Nashville, TN 37205

NOTICE OF REMOVAL OF TRUSTEE AS TO CERTAIN REAL ESTATE

Address New Trustee:
Cumberland Trust Company
40 Burton Hills Blvd., Suite 300
Nashville, TN 37215

Send Tax Bills To:
(Same)

Map/Parcel No.:
09204032300

Pursuant to Section 35-1-111 of the Tennessee Code Annotated, notice of the removal of a trustee and the appointment of a successor trustee is hereby given as follows:

1. The undersigned Equitable Trust Company, Inc. ("Equitable"), was removed as Trustee of the Louise C. Cline Trust Agreement dated August 17, 1987 (the "Trust"), and a Successor Trustee was appointed pursuant to a Removal of Trustee and Appointment of Successor Trustee instrument dated September 17, 2012 entered into by Cumberland Trust Company, Equitable Trust Company, Louise C. Cline, Charles D. Cline, Jr., and John F. Cline, and attached hereto as Exhibit A.

2. The name and address of the Successor Trustee is as follows:

Cumberland Trust Company
40 Burton Hills Blvd., Suite 300
Nashville, TN 37215

3. The parcel of real estate held by the above described Trust is identified on the attached Exhibit B.

4. This is improved property known as 801 12th Avenue North, Nashville, TN 37203.

IN WITNESS WHEREOF, the undersigned, as such removed Trustee, has caused this instrument to be executed by its duly authorized officer this 28th **day of** September **, 2012.**

Equitable Trust Company, Inc.

By: T. Richard Travis

Printed Name: T. Richard Travis

Title: Senior Vice President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared T. Richard Travis, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Senior Vice President of Equitable Trust Company, Inc., the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of such removed Trustee, by himself as such officer.

Witness my hand and seal at office in Nashville, Tennessee, this 28th day of SEPTEMBER, 2012.

Janet F. Gushura
Notary Public

My Commission Expires: _____

JANET F. GUSHURA
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires JULY 8, 2013

Exhibit A

REMOVAL OF TRUSTEE AND
APPOINTMENT OF SUCCESSOR TRUSTEE

This Agreement is made and entered into effective this 17 day of September, 2012, by and among **EQUITABLE TRUST COMPANY,** Nashville, Tennessee ("Equitable"), **CUMBERLAND TRUST COMPANY,** a Tennessee chartered trust company ("Cumberland"), **CHARLES D. CLINE, JR.** and **JOHN F. CLINE** (the "beneficiaries") and **LOUISE C. CLINE** (the "Grantor").

WITNESSETH:

WHEREAS, the Beneficiaries' mother, LOUISE C. CLINE, established an irrevocable trust dated August 18, 1987 (the "Trust"), with MARGARET C. MILLER as the initial trustee, who was removed as the Trustee and replaced with SunTrust Bank which was removed as trustee and Equitable Trust Company was appointed as the successor Trustee (the "Trustee"); and

WHEREAS, under Paragraph A of Item V of the Trust, the Beneficiaries may remove the Trustee and appoint a successor trustee that is a bank or trust company; and

WHEREAS, the Beneficiaries now desire to exercise their right to remove the Trustee and to appoint Cumberland as the successor trustee of the Trust; and

WHEREAS, the Trustee has faithfully carried out its responsibilities and has furnished full and complete accountings to the satisfaction of the Beneficiaries and the Grantor and is now willing to deliver the Trust assets to the successor trustee without the expense of a formal judicial accounting upon the receipt of a complete release by the Beneficiaries for all of the Trustee's prior actions; and

WHEREAS, the Beneficiaries and Grantor are willing to provide the Trustee with a complete release for all prior actions; and

WHEREAS, Cumberland is willing to accept its appointment as successor trustee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. The Beneficiaries hereby:

   (a) Remove the Trustee as the trustee of the Trust;

   (b) Appoint Cumberland as the successor trustee of the Trust;

(c) Completely release Equitable from any and all liability for its actions (including any failures to act) as Trustee of Trust; and

(d) Relieve Cumberland from any and all liability as to the prior acts (including any failures to act) of the Trustee of the Trust.

2. The Grantor joins in this agreement to release both Equitable and Cumberland of any and all liability for prior acts, including any failure to act.

3. Cumberland hereby accepts its appointment as successor trustee.

4. Equitable hereby acknowledges its removal as the Trustee of the Trust and agrees to deliver all of the Trust assets to the Successor Trustee.

IN WITNESS WHEREOF, the parties have signed this Agreement effective the day and year first above written.

CHARLES D. CLINE, JR., BENEFICIARY

JOHN F. CLINE, BENEFICIARY

LOUISE C. CLINE, GRANTOR

ACKNOWLEDGED and ACCEPTED
EQUITABLE TRUST COMPANY

By: _____

Its: Senior Vice President

ACKNOWLEDGED and ACCEPTED
CUMBERLAND TRUST COMPANY

By: _____

Its: VP

"B"

EXHIBIT A

LAND in Davidson County, Tennessee, being a portion of Reserve Parcel "A" on the Plan of Replatting of the Phillips & Buttorff Corp. Property, of record in Book 5200, page 169, Register's Office for Davidson County, Tennessee, and being Tract No. 2C on the Survey of Joseph G. Petrosky Associates, inc., dated July 28, 1987, described as follows:

BEGINNING at an iron pin in the western margin of 12th Avenue North, said iron pin being 150.85 feet from an existing concrete monument in the southwest corner of the intersection of Herman Street with 12th Avenue North, said point is the northeast corner of the tract herein described;

Thence, following the western margin of 12th Avenue North, South 30 degrees, 21' East a distance of 479.98 feet to a concrete monument in the northern margin of the Louisville and Nashville railroad right-of-way; thence, following the northern margin of right-of-way of the I.C.G. and L & N Railroad, South 69 degrees 02' 24" West a distance of 129.40 feet to a point; thence, following said margin along a curve to the right having a radius of 442.47 feet, a delta of 39 degrees 27' 00" and a length of 304.65 feet to a point; thence following said margin, North 76 degrees 29' 38" West a distance of 195.89 feet to a point; thence, following said margin along a curve to the left having a radius of 512.47 feet, a delta of 08 degrees 23' 07" and a length of 75.00 feet to a point in the eastern margin of 14th Avenue North; thence, following said margin North 30 degrees 16' 00" West a distance of 38.01 feet to an iron pin in the southwestern property corner of a parcel of land belonging to Charles Todd Overall Cleaning Company; thence, following said property line North 59 degrees 44' 30" East a distance of 419.82 feet to an iron pin in the southeastern property corner of said property; thence, following said property line North 30 degrees 15' 30" West a distance of 117.31 feet to an iron pin in the center line of the Illinois Central Railroad Company tracks, said iron pin being the northwest property corner of the Charles Todd Overall Cleaning Company parcel; thence, leaving said northwest property corner North 60 degrees 06' 30" East a distance of 179.16 feet to the point of beginning contuining 3.99 acres, more or less.

BEING a part of the same property conveyed to Margaret C. Miller, Trustee, Under Agreement Dated August 17, 1987, by General Warranty Deed from Nashville Tent and Awning Company, Inc., a Tennessee corporation, of record in Book 7328, page 724, Register's Office for Davidson County, Tennessee.