BILL GARRETT, Davidson County
Trans:T20120097938 DEEDQC
Recvd: 12/21/12 14:51 7 pgs
Fees:37.00 Taxes:0.00
20121221-0118024

THIS INSTRUMENT PREPARED BY:
J. Nick Shelton, Esq.
219 Third Avenue North
Franklin, TN 37064
Ph. 615-599-1785
Fax 615-807-3331
nshelton@jnslawtn.com

NEW OWNER:	Send Tax Bill To:	Map & Parcel:
Nancy Carlton Revocable Living Trust 230 Glenstone Circle Brentwood, TN 37027	***Same***	***171-2-A / 78.00 CO***

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of One ($1.00) Dollar, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, We as the grantors, Nancy L. Carlton[1] and Nick Shelton[2], ("Grantors") by these presents do hereby quitclaim and convey unto Terri Laverne Hightower and E. Eugene Wingo as TRUSTEES of the Nancy Carlton Revocable Trust Agreement ("Grantees"), the following *Exhibit A* real estate known as 230 Glenstone Circle, Brentwood, TN 37027 with the said *Exhibit A* legal description incorporated herein by reference as if written verbatim.

Wherever singular is used it can mean the plural form. Wherever plural form is used, it can mean the singular.

For purposes of reference only, a copy of the subject Nancy Carlton Living Trust is attached hereto as Exhibit B for reference purposes only.

IN WITNESS WHEREOF, we have hereunto set out hands on this November 19, 2012 date.

[1] Nancy L. Carlton signs individually and as co-trustee.
[2] Mr. Shelton signs as a trustee only and has no rights to this real estate which is owned by the revocable trust filed herewith.

Nancy L. Carlton

Nancy L. Carlton, Trustee

Nick Shelton, Trustee

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Nancy L. Carlton and Nick Shelton with whom I am personally acquainted and whose identity was proven to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained. The purpose of the foregoing quitclaim deed is to vest the subject 230 Glenstone Circle, Brentwood, TN real estate into the Nancy Carlton Revocable Living Trust a copy of which is attached as Exhibit B herewith for purposes of reference.

WITNESS my hand and official seal at Franklin, Tennessee, this 12/20/12 date.

Notary Public

My Commission Expires: 6/21/15

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Transfer tax on this Transfer is exempt under the provisions of § 67- 4- 409 of the Tennessee Code Annotated and zero consideration was exchanged for this transaction.

AFFIANT

Sworn to and subscribed before me this 12/20/12 day of ~~July, 2005~~.

NOTARY PUBLIC

My Commission Expires: 6/21/15

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit 78 on the Plan of Phase 3B Brentwood Villa of record in Plat Book 6900, Page 329, Register's Office for said County, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Brentwood Villa Condominium, a horizontal property regime established by Master Deed of record in Book 6923, page 943, said Register's Office.

Being the same property conveyed via Quitclaim Deeds and correction instruments in instrument #20071002-0116858 and also #20071206-0141466 Davidson County, Tennessee

NANCY CARLTON REVOCABLE TRUST AGREEMENT

This trust agreement made this 11-19-12 date, between Nancy L. Carlton, of Brentwood, Tennessee as settler and Terri Laverne Hightower and E. Eugene Wingo, as Co-Trustees of the foregoing trust.

In consideration of the mutual covenants and promises set forth below, settler and trustee agree:

Section I. Trust Estate

Settlor assigns, transfers and conveys to trustee the property described in Schedule A, annexed and incorporated by this reference. Receipt of such property is acknowledged by trustee. The property shall be held by trustee in trust on the terms and conditions set forth in this instrument.

Section II. Revocation Amendment

Settlor reserves the right at any time, by an instrument in writing delivered to trustee with *same acknowledged in the same manner as conveyance of property entitled to be registered in the State of Tennessee, unless acknowledgment is waived by trustee,* to revoke or amend this trust in whole or in part. The duties and liabilities of trustee shall under no circumstances be substantially increased by any amendment hereunder except with trustee's *written* consent.

When settlor dies, this trust shall then terminate and the trust corpus and all assets and income of the trust shall then be immediately distributed, outright and free of trust, to the following in equal shares: TERRI L. HIGHTOWER and SHERRI D. PARRISH and EARNEST E. WINGO and LANITA N. CLEMENS-LEE.

Section III. Additions to Trust Estate

Settlor reserves the right for herself or any other person to increase this trust by delivering property to trustee, by having the proceeds of insurance policies made payable to trustees, or by bequest or devise by will. Settlor will notify trustee in writing of any policies made payable to trustee as custodian. Trustee's duties and liabilities shall under no circumstances be substantially increased by any such additions, except with trustee's *written* consent.

Section IV. Disposition of Income and Principal

After the death of the said Settlor, Nancy L. Carlton, trustee shall pay the net income of the trust and distribute the principal of the trust in the following manner: to PRIMARY BENEFICIARY, Nancy L. Carlton, SECONDARY BENEFICIARIES: TERRI L. HIGHTOWER, and SHERRI D. PARRISH and EARNEST E. WINGO and LANITA N. CLEMENS-LEE.

Section V. Invasion of Principal for Benefit of Settlor's Surviving Spouse and Descendants

After Settlor's death, trustee may apply so much of the principal of the trust for the use of settlor's descendants, or any of them, at such time or times as, in trustee's discretion, trustee may deem advisable for their proper education, maintenance, health or support. The provisions of this section are intended primarily as a means of affording financial assistance to settlor's spouse and children in the event of their serious illness, misfortune or other emergency or unusual condition. The provisions of this section are also intended to assist settlor's descendants during the period of their education or setting up in business or at the time of their marriages. This enumeration is to serve only as a guide and shall not be construed to restrict the discretionary powers so conferred on trustee. Any amount so applied to the use of settlor's spouse or any descendant shall be charged against, or deducted from, the principal of any share then, or thereafter, set apart for such spouse or descendants.

Section VI. Distributions to Minors

Trustee in trustee's discretion may make payments of income or principal applicable to the use of any minor under this instrument by paying the same to the parent or guardian of such minor, or to any other person having the care and control of such minor, or by expending any payment of income or principal in such other manner as trustee in trustee's discretion believes will benefit the minor. Trustee may also pay as an allowance directly to the minor such sums as trustee may deem advisable. Trustee may accumulate for the benefit of any minor so much of any income applicable to such minor's use as trustee in trustee's discretion may deem advisable, and any income so accumulated shall be paid to the minor upon such minor's attaining majority. Trustee in trustee's discretion may make payments of principal vesting in and payable to a minor, to such minor's parent or guardian, or may defer payment of any part or all of it until the minor attains majority, meanwhile applying to such time or times, as in trustee's discretion it may deem advisable for such minor's proper education, health or support. Any payment under this section shall operate as a full discharge to trustee with respect to the payment.

Section VII. Powers of Trustee

Trustee shall have full power to manage, invest and to distribute the trust proceeds in a manner consistent with this trust agreement.

Section VIII. Transactions With Third Persons

No person or corporation dealing with trustee shall be required in investigate trustee's authority to enter into any transaction or to administer the application of the proceeds of any transaction.

Section IX. Compensation of Trustee

Compensation is waived for Trustee.

NLC

Section X. Removal and Resignation of Trustee

Trustee may be removed at any time by settlor or, after settlor's death, by written notice to trustee.

Trustee may resign by written notice to settlor during settlor's lifetime or, after settlor's death, by written notice to trustee and beneficiaries.

Until the accounts of trustee are settled and trustee is discharged, trustee shall continue to have all the powers and discretions granted to trustee under this instrument or conferred by law.

Section XI. Employment of Agents; Expenses of Trust

Trustee may employ agents, including counsel, and pay them reasonable compensation. Trustee shall be entitled to reimbursement and for all other reasonable expenses and charges of the trust out of principal or income, as trustee shall determine.

Section XII. Governing Law

This trust shall be governed and construed in all respects according to the laws of the State of Tennessee.

Section XIII. Binding Effect

This agreement shall be binding on settlor, settlor's executor, administrator, successors, and assigns, and trustee's successor's and assigns.

In witness whereof, settlor and trustee have executed this agreement the date and year first above written.

Nancy L. Carlton

Terri Laverne Hightower

E. Eugene Wingo

We do hereby bear witness and swear and affirm and acknowledge that the foregoing document was signed by the said Nancy L. Carlton and declared by Nancy L. Carlton as and for her Revocable Living Trust, in the presence of us, the undersigned, who at her request and in her presence and in the presence of each other, have subscribed our names hereto as attesting witnesses to the execution of this Living Trust on the date and date first above written.

Witness — 219 Third Avenue, North; Franklin, TN 37064

Witness — 219 Third Avenue, North; Franklin, TN 37064

Witness — 219 Third Avenue, North; Franklin, TN 37064

AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The witnesses hereto, Nick Shelton and April Ferguson, being first duly sworn, make oath that they served as witnesses to the LIVING TRUST of NANCY L. CARLTON, dated 11-19-12; that they have examined the attached paper writing and state that it was executed by the said NANCY L. CARLTON, as and for her LIVING TRUST, in the presence of the affiant, who at her request and in her presence and sight and in the presence and sight of each other subscribed their names thereto as attesting witnesses; that said LIVING TRUST of NANCY L. CARLTON, was executed on the day it bears date and that at the time of the execution thereof, the said NANCY L. CARLTON was of sound and disposing mind and memory and was more than eighteen (18) years of age. This Affidavit is being given at the request of the SETTLOR.

WITNESS

WITNESS

Sworn to and subscribed before me this 11/19/12 date.

Paula Rogers
NOTARY PUBLIC

Paula Rogers
State of Tennessee Notary Public
Williamson, County

My commission expires: 6/3/13

This instrument was prepared by:
Nick Shelton
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615-807-3331
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