BILL GARRETT, Davidson County
Trans:T20140054287 DEEDWARR
Recvd: 07/28/14 11:08 14 pgs
Fees:72.00 Taxes:0.00
20140728-0066709

This transfer is exempt from the Tennessee real estate recording tax pursuant to T.C.A. § 67-4-409(a)(3)(D) and (G)

This instrument Was Prepared By:

William Henry Agee, Esquire
119 Second Avenue, SW
P.O. Box 400
Winchester, TN 37398-0400
(Prepared Without Search of Title)

Address New Owner as Follows:	Send Tax Bills to:	Map-Parcel Numbers:
Emily Armentrout 174 Rural Avenue Nashville, TN 37209	Same	10302018200

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE EXAMINATION

WARRANTY DEED OF CONVEYANCE OF EXECUTRIX IMPLEMENTING A TESTAMENTARY DEVISE [Pursuit to T.C.A. § 67-4-409(a)(3)(D)] And OF TRUSTEES OF REVOCABLE LIVING TRUST IMPLEMENTING TESTAMENTARY DEVISE BY TRUSTOR OF TRUST [Pursuit to T.C.A. § 67-4-409(a)(3)(G)]

KNOW ALL PERSONS BY THESE PRESENTS that for and in consideration of Ten and No/100 Dollars ($10.00), cash in hand paid, the receipt of which is hereby acknowledged, we

ELLEN S. ARMENTROUT in her capacity as the Executrix of the Estate of Donald S. Armentrout, Deceased; and ELLEN S. ARMENTROUT and EMILY G. ARMENTROUT in their capacity as Trustees of the DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001

(hereinafter sometimes collectively referred to as the "Grantor"), have this day bargained and sold and by these presents do hereby transfer and convey unto:

EMILY ARMENTROUT

(hereinafter sometimes referred to as the "Grantee"), the Grantee's heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described as follows, to-wit:

> An undivided one-third (⅓) interest in and to the following described real property:
>
> LAND in Davidson County, Tennessee, being a part of Block 25 on Map of C. C. Vernon Farm, of record in Book 161, page 164, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey by John Kohl & Company, P.C., dated March 1, 1999, as follows:
>
> BEGINNING at a point in the easterly margin of Rural Avenue, said point being the common boundary line between the Davidson County Board of Education and said property; thence North 09 deg. West 107.2 feet to a point; thence North 86 deg. 54' East 155 feet to a point, said point being 50 feet South of the southern margin of Vaught Drive; thence South 04 deg. 42' East 127 feet to a point; thence North 85 deg. West 150.5 feet to the point of beginning.
>
> The above described real property is an undivided fractional interest in the identical real property conveyed by Maho Rahmanovic and wife, Razija Rahmanovic, to Emily Armentrout and husband, Russ Rowles, and Donald S. Armentrout, in that certain WARRANTY DEED, dated August 28, 2000, and recorded as Instrument Number 20000830-0085728 in the Office of the Register of Deeds of Davidson County, Tennessee. It is the express intention of the Grantor to herein convey to the Grantee all of the rights, title and interest that Donald S.

Armentrout owned, at the time of his death, in the herein conveyed real property, which said right, title and interest was conveyed to Donald S. Armentrout in that said Instrument Number 20000830-0085728.

This conveyance is expressly made subject to that certain DEED OF TRUST on the above described parcel of real property given by the Grantee, Emily Armentrout, her husband, Russ Rowles, and the Grantor's Decedent and Trustor, Donald S. Armentrout, to Wells Fargo Bank, N.A., dated May 30, 2008, and recorded as Instrument Number 20080606-0058302 in the Office of the Register of Deeds of Davidson County, Tennessee.

This conveyance is made subject to ad valorem taxes for the current year and any easements, restrictions or reservations of record.

NO BOUNDARY SURVEY WAS MADE AT THE TIME OF THIS CONVEYANCE, AND THE LEGAL DESCRIPTION WAS TAKEN FROM THE PRIOR DEED.

This Warranty Deed implements a testamentary devise, as expressly described in T.C.A. § 67-4-409(a)(3)(D), from the Decedent, Donald S. Armentrout, to the **DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001**, under the terms of ARTICLE THREE of the Last Will and Testament of **DONALD S. ARMENTROUT**, Deceased. The Last Will and Testament of **DONALD S. ARMENTROUT**, Deceased, was admitted to probate and record (and is recorded in **Will Book 23 at Pages 4-13** in the Chancery Court Clerk's Office) in the Franklin County Probate Court (being Probate Court Case Number 2013-PR-82) on the 22nd day of August, 2013, on which date the undersigned, **ELLEN S. ARMENTROUT**, was appointed to serve as Executrix of said Estate, in which fiduciary capacity she is currently serving. A certified copy of the Letters Testamentary issued to the said Executrix is attached hereto as **EXHIBIT A** and incorporated herein by reference as fully as if set forth herein in its entirety.

Donald S. Armentrout was the Trustor of the **DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001**, and this instant conveyance is executed by the undersigned, Ellen S. Armentrout and Emily G. Armentrout, as all of the currently serving Trustees of the above referenced Revocable Living Trust (in which said fiduciary capacity the undersigned are currently serving as such Trustees) to implement a testamentary devise by the Trustor of the said **DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001**, as expressly described in T.C.A. § 67-4-409(a)(3)(G). The Certification of Trust is attached hereto as **EXHIBIT B** and incorporated herein by reference as fully as if set forth herein in its entirety.

TO HAVE AND TO HOLD unto the said Grantee, the Grantee's heirs, successors and assigns forever.

The Grantor covenants with the Grantee that the Grantor is lawfully seized and possessed of said above described and herein conveyed real estate, that the Grantor has good title thereto and a perfect right to convey the same, and that the same is free and unencumbered.

The Grantor further covenants and binds the Grantor, the Grantor's heirs, successors, assigns and representatives, to forever warrant and defend the title to the said above described and herein conveyed real estate unto said Grantee, the successors and assigns, against the lawful claims of all persons whomsoever.

(No title examination was requested and no title examination was done by the preparer of this instrument. The preparer of this instrument disclaims any warranties or representations concerning the condition of the title to the premises herein described.)

WITNESS the Grantor's hand this 23 day of July, 2014.

GRANTOR:

ESTATE OF DONALD S. ARMENTROUT, Deceased:

By: Ellen S. Armentrout
ELLEN S. ARMENTROUT
Executrix

DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001:

By: Ellen S. Armentrout
ELLEN S. ARMENTROUT
Trustee

By: Emily G. Armentrout
EMILY G. ARMENTROUT
Trustee

Being all of the currently serving Trustees of the said DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001

STATE OF MICHIGAN **
**
COUNTY OF Ingham **

Before me, the undersigned Notary Public in and for said County in said State, personally appeared **Ellen S. Armentrout,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her oath, acknowledged herself to be the Executrix of the **ESTATE OF DONALD S.**

ARMENTROUT, Deceased, the within named bargainor, and that she as such Executixr, being duly authorized to do so, executed the foregoing instrument for and on behalf of said Estate, for the purposes therein contained.

WITNESS my hand and official seal of office this 23rd day of July, 2014.

NOTARY PUBLIC

(SEAL)

Commission Expiration Date: 9-04-2018

LISA A. BILA
NOTARY PUBLIC - STATE OF MICHIGAN
CLINTON COUNTY
My Commission Expires September 4, 2018
Acting in the County of Ingham

STATE OF MICHIGAN **
**
COUNTY OF Ingham **

Before me, the undersigned Notary Public in and for said County in said State, personally appeared **ELLEN S. ARMENTROUT,** with whom I am personally (or proved to me on the basis of satisfactory evidence), and who, upon her oath, acknowledged herself to be a Trustee of the Donald S. Armentrout Revocable Trust Agreement Dated January 5, 2001, the within named bargainor, and that she, in her capacity as such Trustee, being duly authorized to do so, executed the foregoing instrument for and on behalf of said Trust, for the purposes therein contained.

WITNESS my hand and official seal at office this 23rd day of July, 2014.

NOTARY PUBLIC

(SEAL)

Commission Expiration Date: 9-04-2018

LISA A. BILA
NOTARY PUBLIC - STATE OF MICHIGAN
CLINTON COUNTY
My Commission Expires September 4, 2018
Acting in the County of Ingham

STATE OF TENNESSEE **
**
COUNTY OF DAVIDSON **

Before me, the undersigned Notary Public in and for said County in said State, personally appeared **EMILY G. ARMENTROUT**, with whom I am personally (or proved to me on the basis of satisfactory evidence), and who, upon her oath, acknowledged herself to be a Trustee of the Donald S. Armentrout Revocable Trust Agreement Dated January 5, 2001, the within named bargainor, and that she, in her capacity as such Trustee, being duly authorized to do so, executed the foregoing instrument for and on behalf of said Trust, for the purposes therein contained.

WITNESS my hand and official seal at office this 26th day of July, 2014.

HENRY AGEE
STATE OF TENNESSEE NOTARY PUBLIC
FRANKLIN COUNTY

(SEAL)

NOTARY PUBLIC

Commission Expiration Date: March 22, 2017

EXHIBIT A

PROBATE COURT OF FRANKLIN COUNTY, TENNESSEE

IN THE MATTER OF THE ESTATE OF
DONALD S ARMENTROUT, DECEASED
Resident of Franklin County, Tennessee
Date of Death: **March 30, 2013**
Executrix: **ELLEN S ARMENTROUT**

NO. 2013-PR- 82
PROBATE

LETTERS TESTAMENTARY

Whereas, it appearing to the Court that the above named deceased person has made a Last Will and Testament appointing you as Executrix to the same, which Will has been exhibited in this Court and proved as the law directs, and the Executrix having qualified according to law.

It is, ORDERED that Letters Testamentary are hereby issued to the above named Executrix being now therefore empowered to enter into and take possession of all property rights and credits of this deceased person and to administer this Estate as required by Law.

IN WITNESS WHEREOF, I have issued these Letters Testamentary, this the 22nd day of August, 2013.

Robert Baggett, Probate Court Clerk

By: L. Jane Williamson
Deputy Clerk

STATE OF TENNESSEE, FRANKLIN COUNTY

I do solemnly swear or affirm that I will honestly and faithfully discharge the duties imposed on me, as Executrix, according to the terms of the Last Will and Testament and by law, to the best of my knowledge and ability, so help me God.

Ellen S. Armentrout
Ellen S Armentrout, Executrix

Subscribed and sworn to before me, this 22nd day of August, 2013.

L. Jane Williamson
Probate Court Clerk ( ) Deputy Clerk (X)

CERTIFICATE

I, Clerk of the Probate Court of Franklin County, Tennessee, do hereby certify that: (i) this is a Court of Record; (ii) the above is a true, full and correct copy of the Letters Testamentary issued by the Court in this Estate; (iii) these Letters are still in full force and effect as of this date.

Witness my hand and seal this the 23rd day of July 2014.

Brenda Clark, Probate Court Clerk

By: Tappy Bailey
Deputy Clerk

STATE OF TENNESSEE **
**
COUNTY OF FRANKLIN **

EXHIBIT B

CERTIFICATION OF THE
DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT
DATED JANUARY 5, 2001

We, the undersigned, ELLEN S. ARMENTROUT, and EMILY G. ARMENTROUT, being the two (2) currently serving Trustees of the **DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001**, do hereby make the following certification of trust in our capacity as such Trustees of said Trust, pursuant to the terms of T.C.A.§ 35-15-1013:

(1) That the **DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001**, does presently exist, with the said **DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001,** which established said Trust, having been executed on JANUARY 5, 2001, (which said Trust is sometimes hereinafter referred to as the "**DONALD S. ARMENTROUT TRUST**").

(2) That the Settlor of the said **DONALD S. ARMENTROUT TRUST** was **DONALD S. ARMENTROUT**

(3) That DONALD S. ARMENTROUT served with his wife, SUE E. ARMENTROUT, as Trustees of the **DONALD S. ARMENTROUT TRUST**, until the 30th day of July, 2008, on which date DONALD S. ARMENTROUT executed the FIRST RESTATEMENT OF THE DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001, at which time his Daughter, ELLEN S. ARMENTROUT, commenced serving jointly with DONALD S. ARMENTROUT and SUE E. ARMENTROUT as Trustees of the **DONALD S. ARMENTROUT TRUST**, in which capacity they jointly served until the death of DONALD S. ARMENTROUT on the 30th day of March, 2013, with SUE E. ARMENTROUT and ELLEN S. ARMENTROUT thereafter continuing to serve as Trustees of the **DONALD S. ARMENTROUT TRUST**,

until the death of SUE E. ARMENTROUT on the 1st day of September, 2013. From and after the 1st day of September, 2013, the said ELLEN S. ARMENTROUT has continued to serve with the named successor Trustee, EMILY G. ARMENTROUT, as all of the Trustees of the **DONALD S. ARMENTROUT TRUST**. In the event that either ELLEN S. ARMENTROUT or EMILY G. ARMENTROUT should cease to serve as a Trustee of the **DONALD S. ARMENTROUT TRUST**, the terms and provisions of the said Trust provide that PHILIP D. ARMENTROUT is named as the Alternate Successor Co-Trustee to serve together with ELLEN S. ARMENTROUT or EMILY G. ARMENTROUT, as the case may be, as Trustees of the **DONALD S. ARMENTROUT TRUST**. The currently serving Trustees of the **DONALD S. ARMENTROUT TRUST** are the undersigned, ELLEN S. ARMENTROUT and EMILY G. ARMENTROUT.

(4) That the pertinent powers of the currently serving Trustees under the terms of the **DONALD S. ARMENTROUT TRUST**, include, but are not limited to, the following express power set forth in Paragraph (a)(4.) and (22.) of Article Six thereof:

> "4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the trust (including but not limited to all property held therein, whether real, personal or mixed, tangible or intangible) in such manner and upon such terms and conditions as the Trustees may approve."
>
> **********
>
> "22. To divide or distribute the trust property as provided for hereunder in cash or in kind, or partly in each on a pro-rata basis or non pro-rata basis; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided, or distributed; and to determine the share and identity of persons entitled to take hereunder."

The said powers of the said **DONALD S. ARMENTROUT TRUST**, as set forth herein became fully effective immediately upon the execution on the 30th day of July, 2008, of the said FIRST RESTATEMENT OF THE DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001, have been fully effective continuously since that date, and remain fully effective as of this date, with no amendments or any other modifications thereof whatsoever from and after the 30th day of July, 2008. Furthermore, under the provisions of Paragraph (k)(2) of Article Six of the **DONALD S. ARMENTROUT TRUST**, the said currently serving Trustees also possess those certain powers more particularly set forth in T.C.A. §35-15-815 and 816 of the Tennessee Uniform Trust Code.

(5) That the **DONALD S. ARMENTROUT TRUST** currently exists under the terms of the **FIRST RESTATEMENT OF THE DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001**, which said Revocable Living Trust Agreement was completely revocable during the lifetime of the Settlor, **DONALD S. ARMENTROUT**; however, from and after the death of **DONALD S. ARMENTROUT** on the 30th day of March, 2013, the said Trust is irrevocable; and from and after the death of **DONALD S. ARMENTROUT** on the 30th day of March, 2013, no one currently possesses any power to revoke said Trust.

(6) That the said ELLEN S. ARMENTROUT, and EMILY G. ARMENTROUT, in their capacity as Trustees of the **DONALD S. ARMENTROUT TRUST**, jointly possess full and plenary power to sign and otherwise authenticate documents for and on behalf of the said **DONALD S. ARMENTROUT TRUST**; and that except for the authority (i) to conduct banking and financial institution transactions "on the individual signature of any one (1) Trustee acting alone," and (ii) to conduct transactions with regard to brokerage accounts "on the sole authorization of any one (1) Trustee acting alone," as are expressly authorized by the terms of Paragraph (d) of ARTICLE SIX thereof, otherwise all of the Trustees are required to exercise powers of the said Trustees thereunder, and in particular, that all of the currently serving Trustees

are required to exercise powers of the said Trustees thereunder as same relate to the conveyance, leasing or other disposition of real property..

(7) That the tax identification number of the said **DONALD S. ARMENTROUT TRUST**, as maintained by the said Trustees thereof, upon request therefor made by a person entitled to receive said tax identification number, will be certified by the said Trustees hereof.

(8) That the name in which title to trust property held under the said **DONALD S. ARMENTROUT TRUST** may be taken is in the name of the currently serving Trustees "in their capacity as Trustees of the DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001."

(9) That the said **DONALD S. ARMENTROUT TRUST** has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification of trust to be incorrect.

IN WITNESS WHEREOF, and pursuant to the terms of T.C.A. §35-15-1013, the foregoing certification is made by the undersigned as such Trustees of the said DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001, on this the 23 day of July, 2014.

Ellen S. Armentrout

ELLEN S. ARMENTROUT, as a currently serving Trustee of the **DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001**

Emily C. Armentrout

EMILY C. ARMENTROUT, as a currently serving Trustee of the **DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001**

STATE OF MICHIGAN **
**
COUNTY OF Ingham **

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **ELLEN S. ARMENTROUT** in her capacity as a currently serving Trustee of the DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT DATED JANUARY 5, 2001, who is known to me (or proved to me on the basis of satisfactory evidence), and who being by me first duly sworn, deposes and says that the facts contained in the foregoing CERTIFICATION OF TRUST are true and correct to the best of her knowledge, information and belief.

Ellen S. Armentrout
ELLEN S. ARMENTROUT

Sworn to and subscribed before me

on this 23rd day of July, 2014.

Lisa A. Bila
Notary Public

LISA A. BILA
NOTARY PUBLIC - STATE OF MICHIGAN
CLINTON COUNTY
My Commission Expires September 4, 2018
Acting in the County of Ingham

(SEAL)

Commission Expiration Date: 9-04-2018

STATE OF TENNESSEE **
**
COUNTY OF DAVIDSON **

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **EMILY G. ARMENTROUT** (in her capacity as a currently serving Trustee of the DONALD S. ARMENTROUT REVOCABLE TRUST AGREEMENT

DATED JANUARY 5, 2001), who is known to me (or proved to me on the basis of satisfactory evidence), and who being by me first duly sworn, depose and say that the facts contained in the foregoing CERTIFICATION OF TRUST are true and correct to the best of her knowledge, information and belief.

Emily G. Armentrout
EMILY G. ARMENTROUT

Sworn to and subscribed before me

on this 26th day of July, 2014.

Notary Public

(SEAL) HENRY AGEE STATE OF TENNESSEE NOTARY PUBLIC FRANKLIN COUNTY

Commission Expiration Date: March 22, 2017

This Instrument Was Prepared By:
William Henry Agee
Attorney at Law
119 Second Avenue, SW
P.O. Box 400
Winchester, TN 37398-0400
BPR No. 018474