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LAST WILL AND TESTAMENT OF DOROTHY Y. NIXON

FILED
MAR - 6 2014
RICHARD R. BOOKER Clerk
By Deputy

I, Dorothy Y. Nixon, of Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, declare and publish this my Last Will and Testament, hereby revoking any and all wills and codicils heretofore made by me.

ARTICLE I.

I hereby nominate and appoint Larry E. Johnson, as Personal Representative of this my Last Will and Testament. If he is unwilling or unable to serve as Personal Representative, for any reason, I then nominate and appoint J. Michael Frazier, C.P.A., as alternate Personal Representative. I direct that neither of these named individuals shall be required to make or execute bond or make an accounting in this capacity.

ARTICLE II.

I authorize my Personal Representative, acting pursuant to my Last Will and Testament, to exercise reasonable discretion with respect to all real property, personal property, intangible property and mixed property, wherever the aforementioned may be situated, and whether acquired before or after the execution of this Will. Said Personal Representative shall be vested with all of the powers set forth in Tennessee Code Annotated § 35-50-110 all of which are now incorporated herein as if fully set forth verbatim. These powers, as statutorily authorized as of the date of this Will's execution, are granted notwithstanding that said statute may be amended or repealed hereafter. Additionally, I explicitly authorize and empower my Personal Representative to execute any deed, release, lease, bill of sale, closing statements or any other documents or forms of conveyance to

effectuate the bequests and devises herein.

ARTICLE III.

I hereby direct that as soon as may be convenient after my death, my Personal Representative shall pay all of my just and enforceable debts (except debts secured by mortgages or other security instruments, which may be paid off or retained at the discretion of my Personal Representative), including funeral expenses (including a suitable monument at my grave) and any expenses of my last illness. I further direct that all state and federal estate, inheritance and other taxes of the same nature which are payable due to my death, shall be paid entirely out of my residuary estate as an expense of the administration of my estate and with no right of reimbursement from any recipient of any such property. No part of said debts, expenses and taxes shall be charged against or paid out of any part of my estate so as to render taxable any amounts which otherwise would not be so taxable.

My Personal Representative is specifically authorized, in my Personal Representative's discretion, to apply the proceeds from any insurance policies on my life which are payable to my estate in paying debts, expenses of administration and taxes, notwithstanding the provisions of any state law to the contrary; provided, however, that this provision shall not be construed so as to make the proceeds of any insurance subject to debts, taxes or expenses, or to waive the exemption as provided in Tennessee Code Annotated § 56-7-201, or any subsequent or successor provisions.

ARTICLE IV.

After all of the items in Article III have been paid, I hereby give, devise and bequeath the following items of real and personal property to these designated persons before any other bequest:

1. My home, commonly known as 5008 Ragland Drive, Nashville, Tennessee, 37220, and all of its contents to Larry E. Johnson.

2. My 2014 Nissan Altima to Larry E. Johnson.

3. Any remaining balance owed by Larry E. Johnson on the Promissory Note dated February 2, 2012 (A copy of which is attached hereto.) shall be forgiven in its entirety. The Deed of Trust securing said indebtedness (of record at Instrument Number 20120207-0010797 in the Register's Office for Davidson County, Tennessee) shall be released as soon as practical.

ARTICLE V.

After all of the items in Article III have been paid and the items in Articles IV have been distributed, I hereby give, devise and bequeath all the rest, residue and remainder of my property, real, personal or intangible, of every nature and description and wherever situated, and whether acquired before or after the execution of this will unto my brother, Paul Yokley.

ARTICLE VI.

Any beneficiary under this Will, or their personal representative, is hereby authorized to disclaim all or any part of such beneficiary's interest in my estate under this Will or otherwise. After any disclaimer or release, the interest disclaimed shall pass as though the disclaimant had predeceased me.

ARTICLE VII.

If any interest in or share of any part of my estate would vest in any individual provided he or she were alive upon the occurrence of any contingency and that individual dies under such conditions that it would be difficult to determine whether that individual survived the contingency, that person shall be conclusively deemed to have survived the contingency for the purposes of administering my estate.

IN WITNESS WHEREOF, I have hereunto set my hand to this page and all other pages of this my Last Will and Testament this the 14th day of January, 2014.

Dorothy Y. Nixon
DOROTHY Y. NIXON

The said Dorothy Y. Nixon being of sound mind and disposing memory, signed, the foregoing instrument in our presence as and for her Last Will and Testament, and signified and declared to us that the same was her Last Will and Testament, and we, the undersigned, at her request and in her presence and sight and in the presence and sight of each other have subscribed our names hereto as attesting witnesses on the day and date above written.

J. Nicole Earle residing at 6411 Bresslyn Rd.
(Print Witness's Name) (Print Witness's Address)
Nashville, TN 37205

Jill Dennison residing at 1543 Wrights Lane
(Print Witness's Name) (Print Witness's Address)
Gallatin, TN 37066

AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

We, the undersigned, being first duly sworn, make oath that Dorothy Y. Nixon on the day and date above written, declared and signified to us that this instrument is her Last Will and Testament; that she then signed said instrument in our sight and presence; that we, at her request and in her sight and presence, and in the sight and presence of each other, then subscribed our names thereto as attesting witnesses; that at the time of execution the Testator was more than eighteen (18) years of age, of sound mind and disposing memory, and did not appear under any undue influence; and that the undersigned each being more than eighteen (18) years of age, make and sign this Affidavit at the Testator's request on the day and date above written.

(Witness's Signature) (Witness's Signature)

SWORN to and subscribed before me this the 14th day of January, 2014.

My commission expires: 7/6/15

NOTARY PUBLIC

BENJAMIN H. PERRY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

COPY

PROMISSORY NOTE

$150,000 Loan **Date: February 2, 2012**

For value received, **Larry E. Johnson**, of 707 Fatherland Street, Nashville, Tennessee, 37206, (hereinafter "Borrower") promises to pay to the order of **Dorothy Y. Nixon** (hereinafter "Lender"), or her heirs, successors and assigns, the principal sum of One Hundred Fifty Thousand dollars ($150,000.00) together with interest on the unpaid principal balance at the rate of Two Percent (2%) per annum.

Commencing on the 1st day of February, 2013, and continuing on the same day of each year thereafter, Borrower shall pay to Lender the interest in full which has accrued since the previous interest payment on the outstanding principal balance of the loan until the 1st day of February 2032, when the Borrower shall pay to the Lender the entire principal due on the loan and all accrued and unpaid interest thereon in full. All payments on this promissory note are payable to Lender or her heirs, successors and assigns and are payable at 5008 Ragland Drive, Nashville, Tennessee, 37220, or at such other place as the lawful holder and owner hereof may, in writing, direct, and are payable at par and in lawful money of the United States of America. All payments shall be applied to costs of collection or enforcement of the agreement thence to any late fees due, thence to interest due, thence to principal.

This Promissory Note (hereinafter "Note") is secured by a first priority position Deed of Trust recorded against the real property located at 605 Fatherland Street, Nashville, Davidson County, Tennessee, 37206.

Late Charge. If any payment is 30 days or more late, Borrower may be charged 5.000% of the unpaid portion of the regularly scheduled payment or $100.00, which ever is less.

Interest After Default. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate above stated in this Note. In no event will the effective total interest rate on this Note be greater than the rate permitted by applicable law.

Default. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.
Other Default. Borrower fails to comply with or to perform any other term, obligation, covenant or condition in this Note or in any of the related documents, or to comply with or to perform any term, obligation, covenant, or condition contained in the Loan Agreement, or any other agreement between Lender and Borrower.
False Statements. Any warranty, representation, or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or

misleading in any material respect, either now or at the time made or furnished or become false or misleading at any time thereafter.

Death, Dissolution or Insolvency. The death of the borrower. The insolvency of Borrower. The appointment of a receiver or conservator for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower's or by any governmental agency against any collateral securing the loan. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Inadequate Security. Lender in good faith believes the security to be inadequate.

Lender's Rights. Whenever there is a default under this note, the entire principal balance of, and any interest accrued on, this note shall, at the option of the legal holder hereof, become forthwith due and payable, without presentment, notice, protest, or demand of any kind, all of which are expressly waived by the Borrower. The failure of the Lender, or of any other holder or holders of this note, to exercise any of their rights and remedies shall not constitute a waiver of the right to exercise the same at that or any other time.

Collection Costs. If there is any default under this note, and this note is placed in the hands of an attorney for collection, or the terms of the security documents are enforced, through any court, including a Bankruptcy Court, the Borrower promises to pay to the Lender, or other holder hereof, all their cost and expenses, including reasonable attorney's fees and court costs, incurred in collecting or attempting to collect or securing or attempting to secure this note or enforcing the holder's rights in the collateral securing this note.

Jury Waiver. Lender and Borrower hereby waive the rights to any jury trial in any action, or counterclaim brought by either Lender or Borrower against the other.

Governing Law. This note will be governed by, construed, and enforced in accordance with federal law and the laws of the State of Tennessee. This note has been executed by Borrower and accepted by Lender in the State of Tennessee.

Choice of Venue. If there is a lawsuit, Borrower agrees to the venue and jurisdiction of the courts of Davidson County, Tennessee, and any appropriate appellate courts, therefrom.

Other. The invalidity or unenforceability of any provisions of this Note shall not impair the validity or enforceability of any other provisions of this Note. Time shall be of the essence in the payment of

all installments of interest and principal of this note and the performance of the Borrower's other obligations under this Note, any other loan agreement, and any other related documents. The Borrower waives all exemptions to which it is now or may hereafter be entitled under the laws of this state, any other state, or of the United States.

Successor Interest. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, successors and assigns, and shall inure to the benefit of Lender and her heirs, successors and assigns.

Counsel. The parties to this Note expressly acknowledge that they have had an opportunity to have the Note reviewed by legal counsel of their choosing, and that this Note will only be executed after the parties fully understand and agree to the terms of the Note.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS NOTE. BY SIGNING BELOW, BORROWER AGREES TO THE TERMS OF THE NOTE. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

LENDER:

Dorothy Y. Nixon

DOROTHY Y. NIXON

BORROWER:

Larry E. Johnson

LARRY E. JOHNSON

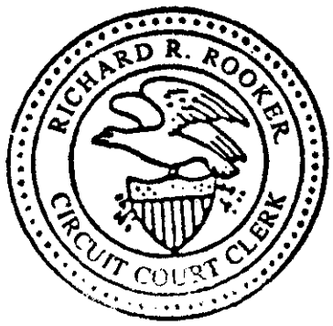
STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the LAST WILL AND TESTAMENT heretofore entered in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 06 day of MARCH , 2014 , in Case Number 14P319 between JOHNSON, LARRY E. Petitioner, and NIXON, DOROTHY Y. Respondent, as same remains in the records of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 25 day of AUGUST 2014

RICHARD R. ROOKER, Clerk,

SEAL



By _____ Deputy Clerk