BILL GARRETT, Davidson County
Trans:T20150090036 DEEDWARR
Recvd: 10/22/15 10:07 4 pgs
Fees:23.00 Taxes:703.00
20151022-0107499

WARRANTY DEED

KAYLA L HARRINGTON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is $190,000,00.

Affiant

Subscribed and sworn to before me, this the ____ day of October, 2015.

Notary Public

My commission expires: 5-20-17
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Attorneys Title Company, Inc.
2927 Berry Hill Drive, Nashville, TN 37204-3126

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Clare Ann Heiberger	New Owner	Map 129-11-0-A Parcel 258-00
258 Cana Circle		
Nashville, TN 37205		

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

G. Paul Clements, Jr. and Ruth Clements, Co-Trustees of the G. Paul Clements, Jr. Generation Skipping Trust U/W of Mary Alice Clements

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Clare Ann Heiberger

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING a certain Condominium Apartment in Davidson County, Tennessee, being Unit No. 258 created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed for The Cloister at St. Henry, Phase IC, of record in Book 6675, Page 173, Register's Office for Davidson County, Tennessee, and Declaration of Restrictions, Covenants and Easements of record in Instrument No. 20101228-0102374, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed. Reference is hereby made to the Plat for The Cloister at St. Henry, Phase IC, attached as Exhibit "B" to said Master Deed for proper identification.

BEING the same property conveyed to Mary Alice Clements, by Deed dated May 5, 1986 from St. Henry's Property Development, Inc., Sublease and Conveyance, of record in Book 6848, Page 526, Register's Office for Davidson County, Tennessee. The said Mary Alice Clements having died testate on April 19, 2010 leaving a Last Will and Testament which was admitted to probate in the Seventh Circuit Court of Davidson County, Tennessee, Probate Division under Case No. 10P735. The subject property was devised to G. Paul Clements, Jr., Trustee of the G. Paul Clements, Jr. Generating Skipping Trust as confirmed by Quitclaim Deed from G. Paul Clements, Jr., as Executor of the Estate of Mary Alice Clements to G. Paul Clements, Jr., Trustee of the G. Paul Clements, Jr. Generating Skipping Trust, of record in Instrument No. 20110418-0029660, said Register's Office. The underlying fee title was acquired by G. Paul Clements, Jr., Trustee of the G. Paul Clements, Jr. Generating Skipping Trust by deed from St. Henry's Property Development, Inc. of record as Instrument No. 20150917-0094389, said Register's Office. As evidenced by instrument recorded as Instrument No. 201510 22 - 0107498, said Register's Office, Ruth Clements has been appointed as Co-Trustee of the G. Paul Clements, Jr. Generating Skipping Trust. The G. Paul Clements, Jr. Generating Skipping Trust was created under, and is governed by, the Will of Mary Alice Clements.

THE conveyance of the above described parcel of land is subject to the following: (1) The Plan of record in Exhibit B to the Master Deed of record in Book 6675, Page 173, said Register's Office, shows an Owner's Certificate, and is subject to all matters as set forth therein. (2) Easement for Sanitary Sewer and/or Storm Drainage of record in Book 4191, Page 157 and in Book 4606, Page 283, Register's Office for Davidson County, Tennessee. (3) Declaration of Restrictions, Covenants and Easements of record in Instrument No. 20101228-0102374, Register's Office for Davidson County, Tennessee. (4) Master Deed of The Cloister at St. Henry, Phase IC, of record in Book 6675, Page 173, said Register's Office. (5) By-Laws of The Cloister at St. Henry Homeowners' Association, Inc., of record in Book 6042, Page 650, Page 6519, Page 187, and amended in Book 7590, Page 273, and Book 9269, Page 285, and in Instrument No. 20020109-0003376, and further amended in Instrument No. 20140219-0014189, said Register's Office. (6) Charter of The Cloister Owners' Association of record in Book 6076, Page 203 and in Instrument No. 20101214-0099488, said Register's Office. (7) Subject to the terms and conditions of The Ground Lease in Book 5961, Page 657, said Register's Office. (8) Stormwater Detention Agreement of record in Book 6145, Page 293, Book 6824, Page 870, and in Book 6862, Page 384, said Register's Office. (9) Taxes for the current year which have been prorated and assumed by the grantees herein.

This is improved (_X___) Unimproved (____) property, known as **258 Cana Circle, Nashville, TN 37205**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 9 day of **October, 2015.**

G. Paul Clements, Jr. - Trustee

G. Paul Clements, Jr. Co-Trustee of the G. Paul Clements, Jr. Generation Skipping Trust

Trustee

Ruth Clements, Co-Trustees of the G. Paul Clements, Jr. Generation Skipping Trust

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, **G. Paul Clements, Jr. and Ruth Clements, as Co-Trustees,** the within named sellers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9 day of **October, 2015.**

Notary Public

My Commission Expires:_____

HOUSTON W. HOWELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 07-03-2017

EXHIBIT "A"

G. PAUL CLEMENTS, JR. GENERATION SKIPPING TRUST
REMOVAL AND APPOINTMENT OF CO-TRUSTEES

This Instrument is made and entered into by and between G. Paul Clements, Jr., ("GC, Jr."), George Paul Clements, III ("GC, III"), Owen Jarvis Clements ("OC"), Katherine Pauline Clements ("KC"), and John Woodson Clements ("JC"), as income beneficiaries (GC, Jr., GC, III, OC, KC, and JC being collectively referred to hereinafter as the "Beneficiaries"); G. Paul Clements, Jr., as Trustee of the G. Paul Clements Generation Skipping Trust ("Trustee"), and Ruth Clements ("RC") effective this 24th day of September, 2015.

WITNESS:

WHEREAS, under the terms of her Last Will and Testament, dated July 20, 1995 (the "Will"), Mary Alice Clements directed that at the time of her death a trust called the G. Paul Clements Generation Skipping Trust (the "Trust") should be created for the benefit of her nephew, GC, Jr. and his issue; and

WHEREAS, the Will appointed Trustee and Third National Bank to serve as co-trustees; and

WHEREAS, Mary Alice Clements died on April 19 2010, and the Will was admitted to probate in the Probate Division of the Seventh Circuit Court for Davidson County, Tennessee on May, 11, 2015 under docket No. 10P-735; and

WHEREAS, the said Third National Bank either refused or otherwise failed to perform the duties of co-trustee of the Trust; and

WHEREAS, Paragraph 12(c) of the Will grants the current income beneficiaries or a majority of them the right to remove a trustee and states that the said right to remove trustees may be exercised by the natural or legal guardian or conservator of any beneficiary who is under a legal disability; and

WHEREAS, the Beneficiaries are all of the current income beneficiaries of the trust; and

WHEREAS, the Beneficiaries desire to remove Third National Bank as trustee with such removal being effective as of the date of death of Mary Alice Clements; and

WHEREAS, Paragraph 12(i) of the Will directs that at all times during which a beneficiary of the Trust is serving as trustee, there must also be at least one other co-trustee serving; and

WHEREAS, Paragraph 12(b) of the Will grants to any individual serving as sole trustee of the Trust the right to appoint a co-trustee; and

WHEREAS, GC, Jr., as sole trustee desires to appoint RC to serve as co-trustee of the Trust; and

WHEREAS, RC desires to serve as co-trustee of the trust.

NOW, THEREFORE, the parties take the following actions and agree as follows:

Removal of Co-Trustee:

Pursuant to the authority recited above, the undersigned Beneficiaries, hereby remove Third National Bank as Co-Trustee, such removal to be effective as of April 19, 2010; and

Appointment of Co-Trustee:

Trustee, as sole trustee of the Trust, hereby appoints RC to serve with Trustee as co-trustee of the Trust; and

Acceptance of Appointment and Agreement to Serve:

RC hereby accepts such appointment and agrees to serve as co-trustee of the Trust with Trustee and to exercise such powers and perform such duties as are set out in the Will.

Counterparts and Electronic Signature:

This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The parties acknowledge that this agreement may be executed and delivered by facsimile, PDF image, or other electronic means, and the parties agree that any such signature shall be sufficient, valid and binding to the same extent as would a wet-ink in-person signature.

IN WITNESS WHEREOF, the Beneficiary and the Co-Trustee have executed this Agreement as of the date first written above.

BENEFICIARIES:

G. Paul Clements, Jr.

George Paul Clements, III

Owen Jarvis Clements

Katharine Pauline Clements

G. Paul Clement, Jr. for John Woodson Clements, his minor child

Trustee:

G. Paul Clements, Jr.

Co-Trustee:

Ruth Clements