Prepared by:
Record and Return to:
Chapman & Rosenthal Title, Inc.
2002 Richard Jones Rd., Ste 203-A
Nashville, TN 37215

BILL GARRETT, Davidson County
Trans:T20150106880 AFFIDAVITH
Recvd: 12/18/15 10:07 55 pgs
Fees:277.00 Taxes:0.00
20151218-0127290

This Instrument Prepared By:
Angus Gillis, Attorney
SCHULMAN, LeROY & BENNETT, P.C.
P.O. Box 190676
Nashville, TN 37219-0676

AFFIDAVIT OF HEIRSHIP

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, William T. Chapman, IV, a Notary Public, the undersigned Trena J. Mueller, who, after being first duly sworn, stated as follows:

This Affidavit of Heirship is made pursuant to the provisions of T.C.A. 30-2-712. The Affiant, Trena J. Mueller, is the daughter of Kenneth Earl Payne and executes this Affidavit for the purpose of establishing her ownership interest in certain real property owned by Kenneth Earl Payne at the time of his death. The properties are located in either Davidson County or Williamson County, Tennessee, and are described in Exhibit A which is attached to the Quitclaim Deed, which is attached to this Affidavit as Exhibit 9. Kenneth Earl Payne died on April 24, 2014. His date of birth was May 13, 1928. His estate is being administered in Williamson County, Tennessee under Docket No. 94CH1-2014-PR-7625. Trena J. Mueller, after being first duly sworn, does hereby make oath as follows:

1. I am the daughter of Kenneth Earl Payne. My mother is Margie C. Payne. I was born on June 19, 1975. My mother and father were divorced in the Circuit Court of Williamson County, Tennessee. A copy of the Complaint for Absolute Divorce is attached hereto as Exhibit 1. A Final Judgment granting the divorce and approving a Property Settlement Agreement was entered on the 19th day of September, 1977. A copy of the Final Judgment and the Property Settlement Agreement is attached hereto as Exhibit 2. Both Exhibit 1 and 2 show that I was a child born to Kenneth Earl

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

Payne and Margie C. Payne. I have been married on two occasions. I now use the name Trena J. Mueller. At the time of my first marriage, I used the name Trena Payne Jones. Since my second marriage, I have been known as Trena J. Mueller. The "J." stands for "Jones".

2. To my knowledge, my father, Kenneth Earl Payne was married on only one other occasion. This was a marriage to a lady named Margaret Anne Holton Payne. Their divorce occurred in Davidson County, Tennessee. A copy of the Petition for Divorce which I found in my father's papers after he died is attached hereto as Exhibit 3. A copy of the Certificate of Divorce which I obtained from the Tennessee Department of Vital Records is attached hereto as Exhibit 4. It reflects that there were no children born of this marriage.

3. I never met Margaret Anne Holton Payne. I believe that she remarried. The Certificate of Divorce indicates that her date of birth was July 11, 1928. Attached hereto as Exhibit 5 is an obituary showing that Margaret Anne Holton Spratt died on May 25, 2012. She apparently remarried after she and my father were divorced. The name "Margaret Anne Holton Spratt" would indicate that this is the same individual who was married to my father. The date of birth as reflected in the obituary is January 11, 1928. This is the date of birth of Margaret Anne Holton Payne as reflected on the Certificate of Divorce. The Certificate of Divorce indicates that Kenneth Earl Payne and Margaret Anne Holton Payne were divorced on July 12, 1950. The obituary for Margaret Anne Holton Spratt indicates that she had been married to Frank Stowe Spratt, Jr. for 55 years prior to his death.

4. I have never been made aware of my father having any children other than me. I only have a vague memory of seeing my father. The memory I have of seeing my father was when I was approximately two or three years old. When my father died I was contacted and informed of his death by a man named Tommy Dugger, who took care of some of my father's real estate holdings.

5. I am aware that at one time my father had a Living Trust and a Will that were executed on or about October 25, 2010. Copies of the Living Trust and Will are attached hereto as Exhibit 6. Both of these instruments were revoked. The documents revoking the Will and Living Trust were prepared by Bob Notestine, a local attorney. Copies of these documents are attached hereto as Exhibit 7. The document revoking the Living Trust has an Exhibit A which is the Living Trust. The Living Trust is not attached to Exhibit 7 to avoid unnecessary duplication. The Living Trust, which is part of Exhibit 6, is attached to the original document revoking the Living Trust. Similarly, the Will of Kenneth Earl Payne, which is part of Exhibit 6, is attached to the original document revoking such Will, but is not attached as part of Exhibit 7. Again, this was done to avoid duplication in this Affidavit. The Living Trust indicates that I was Kenneth Earl Payne's only child and that I was not to inherit. As set forth above, the Living Trust was revoked.

6. A copy of a Warranty Deed conveying four tracts of property in Davidson and Williamson County, Tennessee to Kenneth E. Payne and/or Paul B. Aponte, Trustees of the Kenneth E. Payne Living Trust established by the Revocable Trust Agreement of Kenneth E. Payne dated October 25, 2010 is attached hereto as Exhibit 8. This document was recorded in the Register's Office of Davidson County, Tennessee as Instrument No. 20101105-0089072 and in the Register's Office of Williamson County, Tennessee in Book 5193, Pages 940-943. When the Living Trust was revoked, a Quitclaim Deed was executed conveying the same real property from Kenneth E. Payne, Trustee of the Kenneth E. Payne Living Trust, established by the Revocable Trust dated October 25, 2010 with full power to act alone, sell, transfer, mortgage and convey without the joinder of any beneficiary to Kenneth E. Payne, an unmarried person. This Quitclaim Deed is recorded as Inst. No. 20120518-0043361 in the Register's Office for Davidson County, Tennessee and in Book 5590, Page 334 of the Register's Office for Williamson County, Tennessee. It is attached hereto as Exhibit

9.

7. I have been appointed the administratrix of my father's estate. I currently live at 9528 Split Log Road, Brentwood, TN 37027. This is a house that my father occupied for a number of years prior to his death. When I was appointed administratrix, I spent days going through whatever paperwork my father had at the house. In all of the papers I went through, I never saw any indication that my father had any other children, or that he ever remarried after he and my mother, Margie C. Payne, were divorced. I searched the records of the Circuit Court Clerk's Office in Davidson County, Tennessee and Williamson County, Tennessee, and the Clerk and Master's Office in Williamson County, Tennessee and could find no divorce records pertaining to my father in these offices accept for the divorces discussed above. I also went to the Tennessee Department of Vital Records to see if they had any records to show if Kenneth Earl Payne had any other children. I was told that they do not have their records indexed by name of father. The records are indexed by the name of the child. Therefore, no search could be conducted to see if my father had ever been listed as the father of a child on any birth certificate except mine.

As far as I can determine, I am the only child of Kenneth Earl Payne and his only heir-at-law.

Further Affiant saith not.

Trena J. Mueller

Sworn to and subscribed before me this 11th day of December, 2015.

Notary Public

My Commission Expires:

WILLIAM T. CHAPMAN IV
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES SEPTEMBER 10, 2018

EXHIBIT 1

FILED 4/22/1220 8
ENTERED
JOE HERBERT
CIRCUIT COURT CLERK

MARGIE C. PAYNE
Complainant

409	62	8901

Social Security No.

IN THE CIRCUIT COURT
WILLIAMSON
FOR ~~DAVIDSON~~ COUNTY, TENNESSEE

KENNETH EARL PAYNE
Defendant

DOCKET NO. 10312

Social Security No.

COMPLAINT FOR ABSOLUTE DIVORCE

THE COMPLAINANT WOULD MOST RESPECTFULLY SHOW UNTO THE COURT:

1.

Pursuant to the provisions of Tennessee Code Annotated Section 36-805, the complainant submits the following statistical information.

COMPLAINANT

1. Name & Race Margie C. Payne - Caucasian
2. Residence 2714 West Linden Avenue - Nashville, Tennessee 37212
3. Date and Place of Birth April 3, 1937 - Los Alamedos, Calif.
4. Employed South Central Bell
5. Prior Marriage no
6. Member of Armed Services n/a

DEFENDANT

1. Name & Race Kenneth Earl Payne - Caucasian
2. Residence Route # 5 Split Log Road - Franklin, Tennessee
3. Date and Place of Birth May 14, 1928 - Davidson County, Tenn.
4. Employed Self employed
5. Prior Marriage yes
6. Member of Armed Services yes - Air Force

DATE & PLACE OF MARRIAGE October 30, 1965 - LaFayette, Georgia

CHILDREN BORN OF THIS MARRIAGE (Name & Ages)

Trena Earlene Payne - 21 months

DATE OF SEPARATION 1-12-75 - Williamson County

GROUNDS

1. Cruel and Inhuman Treatment
2. T.C.A. 36-802(3)

II.

Plaintiff would show to the Court that the parties separated in Williamson County on the 12th day of January, 1975, and have not resumed cohabitation as man and wife since that date. Plaintiff would show to the Court that there still remains in the home of the defendant certain kitchen utensils which she desires be returned to her.

III.

Plaintiff would show to the Court that she owns her own automobile, a 1975 Chevrolet Nova. She is employed by the South Central Bell Telephone Company for whom she has worked for the past twenty years. Plaintiff would show that there is one child of the marriage, to wit: Trena Earlene Payne, age 21 months, and that since the birth of this child the defendant has not contributed any support whatsoever to the child. The plaintiff would show to the Court that the defendant is ablebodied and self-employed and earns a substantial income on rental property and she is aware of no reason why this defendant is incapable of supporting his minor child.

IV.

Plaintiff charges and states in the language of the Statute, Tennessee Code Annotated 36-802, that the defendant is guilty of such cruel and inhuman treatment or conduct towards her as renders cohabitation unsafe and improper, and it is unsafe and improper for her to be under his dominion and control.

As further grounds for divorce plaintiff states and charges in the language of the Statute, Tennessee Code Annotated 36-802(3) that the defendant has abandoned her or turned her out of doors and refused or neglected to provide for her.

PREMISES CONSIDERED, PLAINTIFF PRAYS:

1. That proper process issue and be served upon the defendant, requiring him to appear and answer but his oath to his answer is expressly waived.

2. That upon a hearing of this cause the plaintiff be awarded an absolute divorce from the defendant.

3. That upon the hearing of this cause the plaintiff be awarded the exclusive care, custody and control of the parties' minor child along with certain kitchen utensils and that the defendant be ordered to begin support payments for the minor child of the parties both pendente lite and permanent.

4. That upon the hearing of this cause the defendant be required to pay a reasonable amount to James V. Mondelli, attorney for the plaintiff, as his reasonable fee in this cause.

5. That the plaintiff have such other, further and general relief to which she may be entitled.

JAMES V. MONDELLI
Attorney at Law
214 Third Avenue, North
Nashville, Tennessee 37201
615-244-2070

FIAT

TO THE CLERK OF THE COURT:

Issue a show cause summons to the Defendant, Kenneth Earl Payne, requiring him to appear at an early date, the same being the 11th day of May 1977 at 9:00 A.M. and show cause why he should not begin temporary child support payments for the minor child of the partyes.

Book 21 Page 267

Entered this 11th day of April 1977.

JUDGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, MARGIE C. PAYNE, being first duly sworn, make oath that the facts stated in my foregoing bill are true and correct to the best of my knowledge and belief, that my complaint is not made out of levity, or by collusion with the defendant but in sincerity and truth for the causes mentioned in the bill [illegible]

Margie C. Payne
Plaintiff

Sworn to and subscribed before me
this 5th day of April, 1977.

Irene R. Antonette
Notary Public

My Commission Expires: Jan 13 1981

EXHIBIT 2

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED 9-19-77 1:08 PM
ENTERED BK 23 Pg 302-304
JOE HERBERT
CIRCUIT COURT CLERK

NARGIE C. PAYNE)
)
vs.) No. 10312
)
KENNETH PAYNE)

FINAL JUDGMENT

This cause came on to be heard on the 12th day of September 1977 before the Honorable Denmark Bell, Judge of the Circuit Court for Williamson County, Tennessee, upon the original Complaint for Absolute Divorce, personal service of process upon the Defendant, default judgment; Property Settlement Agreement, and witnesses introduced in open court and upon the entire record in this cause, from all of which the Court finds:

1. That the allegation of the bill that the Defendant has abandoned the Plaintiff or turned her out-of-doors and refused and neglected to provide for her and that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders it unsafe and improper for her to cohabit with him has been sustained by the proof and the relief sought should be granted.

2. That the parties have entered into a Property Settlement Agreement concerning division and settlement of the property rights, claims, and demands of every nature and concerning custody, support, and visitations for the minor child of the parties and attorney's fees and it appearing to the Court that the Property Settlement Agreement should be approved by the Court. The said Property Settlement Agreement is attached hereto and is incorporated herein by reference as fully as if it were copied verbatim.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court:

1. That the bonds of matrimony subsisting between the Plaintiff and the Defendant are hereby dissolved and Margie C. Payne is granted an absolute divorce from Kenneth Payne and is restored to all of the rights and privileges of an unmarried person.

2. That the attached Property Settlement Agreement entered into on August 23, 1977, be, and the same is, hereby incorporated into this Final Judgment and in all things approved in its entirety.

3. The costs of this cause are taxed to the Defendant which, together with the aforesaid awards including solicitors' fees, execution may issue if necessary.

Entered this 19th day of Sept 1977.

JUDGE

APPROVED FOR ENTRY:

James V. Mondelli
Attorney for Plaintiff
214 Third Avenue North
Nashville, Tennessee 37201

I hereby certify that a copy of the foregoing Final Judgment has been forwarded to Mr. Tyler Berry III, Public Square, Franklin, Tennessee 37064, this 1st day of September 1977.

James V. Mondelli

THIS PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT entered into on this the 23rd day of AUG, 1977, by and between MARGIE C. PAYNE, hereinafter called First Party, and KENNETH EARL PAYNE, hereinafter called Second Party:

WITNESSETH:

WHEREAS, the parties have been having marital difficulties in the past and a divorce action is eminent, and

WHEREAS, it is the decision of the parties to amicably settle their differences with reference to all property rights and child custody rights and to enter into a contract for the settlement of such rights, not only for the present, but for the future; it being their intention that said agreement will be effective with reference to all of their property presently owned or acquired in the future, and irrespective of whether or not a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do mutually agree as follows:

(1) That each of the parties has given full and mature thought to the making of this agreement and all of the obligations contained therein, and that each of said parties understand that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties has or may hereafter or otherwise have towards the other.

(2) All right, title and interest of Second Party in and to all personal property and real property owned by First Party is divested out of him and vested solely in First Party.

(3) All right, title and interest of First Party in and to all personal property and real property owned by Second Party is divested out of her and vested solely in Second Party.

(4) The parties are the parents of one minor child, namely, Trena Earlene Payne, age approximately two (2) years. Custody of said minor child is vested in First Party, with Second Party to have reasonable visitation rights with said minor child. Second Party shall pay to First Party as child support for said minor child the sum of One Hundred Eighty-Five ($185.00) Dollars per month, commencing as of the 1st day of August, 1977, and continuing monthly until said child reaches her majority. In addition to said child support payments, it is further agreed and understood between the parties, that the Second Party shall be responsible to pay all ordinary, routine medical, dental and eye doctor bills of the minor child of the parties, not covered by the First Party's medical insurance benefits provided by her present employer and one comparable thereto. It is further agreed between the parties that these bills are to be sent to the Second Party for payment.

(5) Second Party shall pay to First Party's attorney of record, the sum of Two Hundred Fifty ($250.00) Dollars as attorneys fee.

(6) It is further agreed and understood between the parties that this contract shall be introduced in any divorce action as the contract of agreement between the parties and shall be construed to be a complete and final settlement of all property rights between the parties.

(7) It is agreed and understood that each of said parties may, from and after this date, and at all times thereafter, purchase, acquire, own, hold, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the

other party; it being mutually agreed that any property of any kind or character hereinafter acquired by either party shall be the sole and separate property of the party so acquiring said property.

And for the consideration aforesaid, Kenneth Earl Payne, does hereby relinquish and quitclaim unto Margie C. Payne, all of his right, title and interest and control in and over the person and property of his said wife and covenants and agrees well and truly to perform and abide by this contract.

And for the consideration aforesaid, Margie C. Payne does hereby relinquish and quitclaim unto the said Kenneth Earl Payne, all of her right, title and interest and control in and over the person and property of her said husband and covenants and agrees well and truly to perform and abide by this contract.

It is mutually agreed and understood between the parties, as a part of the consideration for the execution of this instrument, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the agreements entered into under this contract.

This contract and agreement executed in duplicate on the day and date first above written and a copy of same retained by both parties.

Margie C. Payne
MARGIE C. PAYNE - FIRST PARTY

Kenneth E. Payne
KENNETH EARL PAYNE - SECOND PARTY

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, Winnie J. Stinson, a Notary Public in and for said State and County, Margie C. Payne, the within named bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this the 23rd day of August, 1977.

(SEAL)

Winnie J. Stinson
Notary Public

My Commission Expires:

5-7-80

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, Cynthia M. Beard, a Notary Public in and for said State and County, Kenneth Earl Payne, the within named bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, on this the 18 day of June, 1977.

(SEAL)

Cynthia M. Beard
Notary Public

My Commission Expires:

Oct. 1, 1978

EXHIBIT 3

Copy

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT FOR DAVIDSON COUNTY, AT NASHVILLE, TENNESSEE

MARGARET ANN HOLTON PAYNE, a resident of Davidson County, Tennessee,

COMPLAINANT,

vs.

No. _____

KENNETH EARL PAYNE, a resident of Davidson County, Tennessee,

DEFENDANT.

PETITION FOR DIVORCE

Complainant would respectfully show to the Court:

I.

That she and defendant were married on the 25th day of July, 1947, in Franklin, Simpson County, Kentucky, and that following their marriage and continuously until defendant abandoned complainant on May 7, 1950, resided in Davidson County, Tennessee. Complainant's maiden name was Margaret Ann Holton.

No children have been born of this union.

Copy

II.

Complainant would show to the Court that from the beginning of their married life defendant has neglected to provide for her. From the date of their marriage until about June, 1949, defendant's parents provided space in their home for complainant and defendant and complainant and defendant paid no rent. During such period complainant was compelled to purchase all of her own clothes and to supply herself with whatever else she required. In June, 1949, complainant and defendant rented an apartment at 904 Acklen Avenue, Nashville, Tennessee, where they resided until defendant abandoned complainant on May 7, 1950, as aforesaid.

Since June, 1949, complainant has been compelled to support herself and to pay the rent on the apartment each month (except two months), to buy most of the groceries for herself and defendant, to pay all of the telephone bills and incidental expenses of their home, and to purchase and pay for all of her own clothes.

On Sunday, May 7, 1950, defendant left home, advising complainant that he was going fishing, and did not return, although complainant is advised that defendant was at work on May 9, 1950 and has been working regularly since that time. Since May 7, 1950 defendant has not visited or communicated with complainant and has made no provision whatever for her support. Complainant is advised that defendant is living with his parents on Dickerson Road in Nashville.

III.

Complainant would show to the Court that she has been a faithful and dutiful wife and has given defendant

Copy

no cause whatsoever for his conduct.

WHEREFORE, PREMISES CONSIDERED, COMPLAINANT PRAYS:

1. That process issue and be served on the defendant requiring him to answer this bill of complaint, but the oath to his answer is hereby expressly waived.

2. That at the hearing of this cause the bonds of matrimony heretofore subsisting between complainant and defendant be absolutely dissolved and that she be restored to all the rights and privileges of an unmarried person.

3. That at the hearing of this cause complainant be given a decree restoring her maiden name of Margaret Ann Holton.

3. For such other, further and general relief to which she may be entitled under the facts alleged in this bill.

Margaret Ann Holton Payne
Complainant

Charles L. Cornelius Jr.
Solicitor for Complainant

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

MARGARET ANN HOLTON PAYNE, being duly sworn, makes oath that the facts set forth in her foregoing bill are true, except those made on information and belief, and these she believes to be true; that her complaint is not made out of levity or by collusion with the defendant, but in sincerity and in truth for the causes set forth in the bill. And she further solemnly swears that, owing to her poverty, she is unable to bear the expense of the action which she is about to commence, and that she is justly entitled to the relief sought, to the best of her belief.

Margaret Ann Holton Payne
Margaret Ann Holton Payne

Sworn to and subscribed before me,

this 9th day of June, 1950.

Helen Fisher Notary Public

My Commission expires: July 16, 1951

EXHIBIT 4

CERTIFICATE OF DIVORCE

4223

DEPT. OF PUBLIC HEALTH — STATE OF TENNESSEE — DIV. OF VITAL STATISTICS

COOPERATING WITH DEPT. OF COMMERCE, BUREAU OF THE CENSUS

HUSBAND	WIFE
1. FULL NAME: Kenneth Earl Payne	8. MAIDEN NAME: Margaret Ann Holton Payne
2. RESIDENCE, CITY: 2508 Dickerson Road (IF OUTSIDE CITY LIMITS, WRITE RURAL)	9. RESIDENCE, CITY: 904 Acklen Avenue (IF OUTSIDE CITY LIMITS, WRITE RURAL)
COUNTY: Davidson STATE: Tennessee	COUNTY: Davidson STATE: Tennessee
3. BIRTH DATE: May 13 1928 4. AGE: 22 5. RACE OR COLOR: White	10. BIRTH DATE: July 11 1928 11. AGE: 21 12. RACE OR COLOR: White
6. BIRTH PLACE: Nashville, Tennessee	13. BIRTH PLACE: Shelbyville, Tennessee
7. NUMBER OF PREVIOUS MARRIAGES: None	14. NUMBER OF PREVIOUS MARRIAGES: None

15. DATE OF MARRIAGE: July 25, 1947 — 16. PLACE OF MARRIAGE: Franklin, Kentucky

17. DATE OF FILING PETITION: June 10, 1950 — 18. COMPLAINANT: Margaret Ann Holton Payne

19. TO WHOM WAS DIVORCE GRANTED: Complt — 20. WAS CASE CONTESTED: Yes

21. WAS DECREE ABSOLUTE OR FROM BED AND BOARD ONLY: Absolute

22. WAS ALIMONY ASKED: No — 23. GRANTED: Yes — 24. NUMBER OF MINOR CHILDREN:

25. DISPOSITION OF CHILDREN: None

26. GROUNDS FOR DIVORCE: Desertion & Provision

27. NAME AND ADDRESS OF ATTORNEY FOR COMPLAINANT: Charles L. Cornelius, Jr., Third National Bank Bldg. Nashville 3, Tennessee.

I, THE UNDERSIGNED CIRCUIT ~~CHANCERY~~ COURT, CLERK OF Davidson COUNTY, HEREBY CERTIFY THAT THE ABOVE NAMED WERE DIVORCED BY DECREE OF THE 3rd COURT OF SAID COUNTY ON THE 12 DAY OF July 1950

SAID DECREE BEING RECORDED IN MINUTE BOOK XX PAGE 472

DATE FILED SEP 2 1950 (SIGNED) W. Rutherford CLERK

EXHIBIT 5

THE TIMES
Search : Town, Keyword, Local Businesses, Web ID Go
Home | News | Business | Sports | Entertainment | Interact | Jobs | Autos | Real Estate | Classifieds | Shopping | Place An Ad

Resources | Send Flowers | Charities | Find A Charity | Find A Charity

Margaret Ann (Holton) Spratt (1928 - 2012)

Login with Facebook

Obituary



Mrs. Spratt, of Aldersgate Retirement Community and formerly of Monroe, NC died on Friday, May 25, 2012 at the Hospice Home of Union County. She was born in Shelbyville, TN, July 11, 1928 and was the daughter of Clarence Marion Holton and Della Mae McCamy Holton.

She leaves us to keep her memories of a life filled with love. Mrs. Spratt was proud of her family and happiest when they were all gathered. She used her time on earth as a wife, mother, grandmother, and homemaker to show how to combine kindness, strength of character, and sheer willpower to greet each day as a gift.

She is preceded in death by her husband of 55 years, Frank Stowe Spratt, Jr. and survived by her three children; Gail Spratt Holford and husband, Delbert of Charlotte, Frank Stowe Spratt, III and wife Cynthia "Cindy" of Monroe, and Mary Ann Spratt Green and husband Mark of Charlotte; four grandchildren; Lori Holford Garmon and husband Daron of Concord, NC, Brian Holford and wife Jenny of High Point, NC, Joshua Spratt of Charlotte, and Cameron Green of Washington, DC. A private graveside service for the immediate family will be held at Steele Creek Presbyterian Church Cemetery where Mr. and Mrs. Spratt had been members 33 years prior to moving to Monroe.

Memorials may be made to Steele Creek Presbyterian Church Cemetery Fund at 7407 Steele Creek Road, Charlotte, NC 28217, Hospice of Union County, 700 West Roosevelt Blvd, Monroe, NC 28110, or Aldersgate Supplemental Assistance Fund at Aldersgate, 3800 Shamrock Drive, Charlotte, NC 28215.

Gordon Funeral Service & Crematory is caring for the Spratt family.

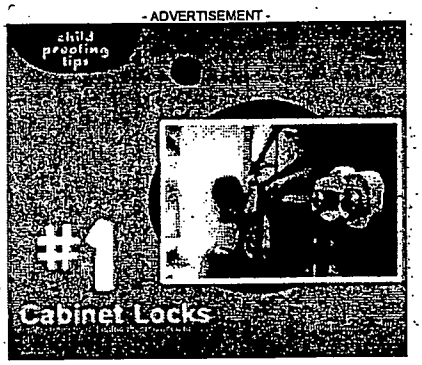
Guest Book

6 entries | 1 photo

The Guest Book is expired.

Restore the Guest Book

- ADVERTISEMENT -



- ADVERTISEMENT -

Funeral Home

Gordon Funeral Service, Inc.
1904 Lancaster Avenue Monroe, NC 28112
(704) 283-8141

Funeral Home Details

Published online on May 26, 2012 courtesy of Gordon Funeral Service, Inc..

Print | View Guest Book

Helpful Links

Additional Resources
- Send Funeral Flowers
- View Funeral Home Details
- Donate to Charity

Find Advice & Support
- Funeral Etiquette
- Sympathy and Condolence Advice
- How to Write an Obituary

Return to today's Obituaries for Legacy

Powered by Legacy.com®

© Copyright 1999-2014 Legacy.com All Rights Reserved | Questions? Contact us | Search obituaries nationwide | Terms of Use | Privacy Policy

Site Map | RSS | Advertise | Contact Search : Town, Keyword, Local Businesses, Web ID Go Site Map | RSS | Advertise | Contact

Home | News | Weather | Sports | Entertainment | Interact | Jobs | Autos | Real Estate | Classifieds | Shopping | Place an Ad

© 2008 Live, Inc. All Rights Reserved. Use of this site constitutes acceptance of our User Agreement. Please read our Privacy Policy. Community Rules apply to all content you upload or otherwise submit to this site. Contact interactivity management.

Hide Share Remember with My Memorials Twitter Email

EXHIBIT 6

THE KENNETH E. PAYNE LIVING TRUST

DATED OCTOBER 25, 2010

Jeffrey Mobley
Howard & Mobley, PLLC
2319 Crestmoor Road
Nashville, Tennessee 37215
Phone: (615) 627-4444
fax: (615) 627-4448
jeff@howardmobley.com

THE KENNETH E. PAYNE LIVING TRUST

I, Kenneth E. Payne (the "Grantor"), whose full name is Kenneth Earl Payne, establish a revocable living trust with myself and Paul B. Aponte as Trustees (together the "Trustee"). Unless and until I amend this trust to provide otherwise, Paul B. Aponte and I are to serve jointly and severally as Trustees; either Trustee may act alone hereunder without the signature, consent, approval, joinder or other participation of the other Trustee.

This trust shall be called **THE KENNETH E. PAYNE LIVING TRUST**. This trust may be identified by reference to its date of execution, which is October 25, 2010, regardless of the date(s) any subsequent amendments or restatements are signed.

The Trustee agrees to hold in trust any property that is transferred to the Trustee or to this trust, and to administer and distribute such property in accordance with the provisions of this Agreement.

I reserve the power, by signed instruments (other than a will or codicil) delivered to the Trustee during my life, to revoke this Agreement and any trust hereunder, in whole or in part, and to amend this Agreement and any trust hereunder from time to time in any respect. The power to amend or revoke is personal to me and may not be exercised by any other person on my behalf during any time that I am incompetent, unless I have expressly granted the power to amend or revoke this Agreement in writing to any agent under a power of attorney.

The Trustee accepts and agrees to the trust herein created and covenants that the Trustee shall faithfully discharge the Trustee's fiduciary duties hereunder.

ITEM 1
BENEFICIARIES OF TRUST

I, the Grantor, am a beneficiary of this trust. References to other beneficiaries are set out below. I am an unmarried divorced person. I have one child, my daughter Trena Earlene Payne. For reasons sufficient to me I have intentionally made no provision in this agreement for my daughter or for any of her descendants.

ITEM 2
TRUST PROVISIONS DURING GRANTOR'S LIFE

During my life and while I am competent the Trustee shall pay so much or all of the net income and principal of the trust to me or upon my behalf as I may direct or withdraw, even to the point of completely exhausting the principal of the trust, and during any period that I am unable because of illness, incompetency or disability to make competent requests or demands for funds from the trust, the Trustee shall pay to me so much or all of the income and principal of the trust as the Trustee determines to be required or desirable for my happiness, comfort, health, maintenance, and support.

ITEM 3
PAYMENT OF TAXES AND EXPENSES UPON GRANTOR'S DEATH

The Trustee shall pay without apportionment or pro-ration my funeral expenses, legally enforceable claims against my probate estate, and the reasonable expenses of administration of my probate estate. The Trustee shall also pay any estate, inheritance and other death taxes that become payable by reason of my death, whether in respect of property passing under this Agreement or otherwise, as an expense of administration.

ITEM 4
SPECIFIC GIFTS UPON GRANTOR'S DEATH

I may leave a letter or other written document either in my own handwriting or signed by me or both addressing the distribution of certain items of my tangible personal property. It is my desire that the wishes expressed in such document be carried out.

Except for any items of my tangible personal property specifically bequeathed to another in any document described above in this Item, the Trustee shall distribute all of my clothing, jewelry, personal effects, automobiles and all of my other tangible personal property, in one or more of the following ways, as the Trustee, exercising an absolute and unlimited discretion, determines to be appropriate: the Trustee may donate any items to charity; and/or the Trustee may sell any items, and add the cash proceeds from the sale to my residuary trust estate.

ITEM 5
RESIDUARY TRUST ESTATE

I devise and bequeath all the rest, residue and remainder of the assets passing under this living trust as a result of, or upon, my death, into a single trust to be held in trust until my great-nephews, Cord Nelson and Reed Nelson, and my great-niece, April Nelson, have all reached age 35.

While this trust exists, the Trustee shall pay all of the net income of the trust to these three persons in monthly payments. If any one of the three of them dies while the trust exists their monthly income payment shall lapse and be equally added to the monthly income payment to the other two of them. If any two of the three of them dies while the trust exists their monthly income payment shall lapse and the entire monthly income payment shall be paid to the surviving one of the three of them. No encroachments or distributions of principal shall be paid while the trust exists. No beneficiary may compel the Trustee to sell any real estate owned by the trust, but the Trustee may sell any real estate at any time if the Trustee determines that such sale is appropriate for the efficient management of the trust estate.

When the youngest one of the three of them reaches age 35, or upon the death of the youngest one of the three of them if the other one(s) of them who are then-living have already reached age 35, the trust shall terminate and all trust assets shall be distributed to the three of them who are then-living in equal shares.

ITEM 5
TRUSTEE

I, Kenneth E. Payne, and/or Paul B. Aponte shall serve as the original Trustees of this trust. Unless and until I amend this trust to provide otherwise, Paul B. Aponte and I are to serve jointly and severally as Trustees; either Trustee may act alone hereunder without the signature, consent, approval, joinder or other participation of the other Trustee.

During my lifetime, I may resign as Trustee, appoint a successor Trustee, remove any Trustee, replace any Trustee or take any other action I desire regarding any Trustee or successor Trustee, all by written instrument to such effect. If at any time during my life I become incompetent to manage my affairs, then I shall be deemed to have resigned as Trustee.

Upon my death or resignation, I appoint the following persons to serve as the Trustee of all trusts created herein, with such persons to act successively, in the order named:

1. Paul B. Aponte.

2. The person or persons, individual or corporate, designated as successor Trustee(s) by the written designation of the Trustee then in office.

3. Thomas Dugger.

Any individual person serving as a Trustee hereunder may appoint a Co-Trustee to serve with them. Any Co-Trustee so selected may be subsequently removed and replaced with or without cause by the Trustee making such Co-Trustee selection.

I direct that no bond be required of any Trustee.

Any person serving as Trustee will render valuable services for which payment of a reasonable fee will be deserved. If any such person desires to be paid a fee, then I do not want any individual serving as Trustee to be required to seek approval of a fee from any Court or beneficiary. Accordingly, I authorize any individual serving as Trustee to receive and be paid a fee not to exceed the fee that would be charged by a bank or corporate trustee selected by the Trustee and located in either my or the Trustee's community in accordance with its fee schedule in effect at the time the fee is charged. If two or more individuals serve at the same time, they shall each receive an equal share of the fee as determined above, unless they agree to divide the fee otherwise.

In addition, I authorize the Trustee to continue to retain Aponte & Associates as property manager for all my real estate in accordance with its standard rates and fees, which I understand to include a 10% commission on all rentals collected.

ITEM 6
ADMINISTRATIVE PROVISIONS

A. Powers of Trustee. I grant to the Trustee any and all of the powers that a Trustee may exercise under the applicable laws of the State of Tennessee, including but not limited to the powers granted in the Uniform Trust Code as adopted in Tennessee and any other powers granted in Title 35 of the Tennessee Code, even if any trust hereunder is administered in a state other than Tennessee or any Trustee hereunder is a citizen or resident of a state other than Tennessee, to the extent that such state laws are not inconsistent with any other provisions of this Agreement.

While the original Trustees, Kenneth E. Payne, and/or Paul B. Aponte, are serving as Trustees, we are to serve jointly and severally as Trustees; either Trustee may act alone hereunder without the signature, consent, approval, joinder or other participation of the other Trustee. While the original Trustees, Kenneth E. Payne, and/or Paul B. Aponte, are no longer serving as Trustees, multiple Trustees are to serve jointly and the signatures of all then-serving Trustees are required in order to exercise the powers of the Trustee, subject, however, to the following exceptions: if at any time there are two (2) or more persons serving as Trustees hereunder, then, by a sworn written statement, each such Trustee may grant to the other Trustee(s) the power and authority to act alone and without the consent of the other Trustee(s) for all purposes or for designated purposes hereunder; and, if at any time there are three (3) or more persons serving as Trustees, and if they are not in unanimous agreement as to any action hereunder, then they shall act by majority consent concerning the action in question.

B. Choice of Law. The laws of the State of Tennessee shall govern this Agreement.

C. Minority or Incompetency. During the minority or incapacity of any person (the "beneficiary") to whom any trust income or any trust principal or any cash bequest or gift or any other distribution of property is payable under this Agreement, the Trustee, exercising a reasonable discretion, may make distribution in any one or more of the following ways: (1) directly to such beneficiary such amount as the Trustee may deem advisable as an allowance; (2) to the guardian, conservator or limited guardian (including the Trustee) of the person or of the property of such beneficiary; (3) to a custodian (including the Trustee) in accordance with the Tennessee Uniform Transfers to Minors Act, to hold until such person reaches age 25 or any lower age that such custodian determines appropriate; (4) to a relative (including the Trustee) of such beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary; or (5) by expending such income or principal directly for such beneficiary; or (6) to invest in or contribute to a qualified Internal Revenue Code Section 529 plan as an account owner on behalf of a beneficiary and exercise any options under such account consistent with the purposes set forth herein.

If my competency, or the competency of any person who is a Trustee or beneficiary under this Agreement, is in question, the person in question shall be conclusively deemed to be incompetent for all purposes under this Agreement upon the first to occur of the following:

(1) a written statement that because of any disability, illness or other reason the person in question is unable to give prompt and intelligent consideration to his or her financial and/or legal affairs (a legal adjudication of incompetency, or a certification tantamount thereto, shall not be required to invoke this provision), which is signed by two practicing licensed physicians, one of whom is such person's personal, attending physician; or

(2) a determination by a court of competent jurisdiction holding the person in question to be legally incapacitated to act in such person's own behalf or the appointment by such court of a guardian or conservator of such person's person or property.

Incompetency, if established under either one of the above provisions, shall be removed upon the first to occur of the following:

(1) the written statement of the two physicians who rendered the determination that the person in question was unable to give prompt and intelligent consideration to his or her financial and/or legal affairs, or if either or both of said physicians are unavailable, the written statement of any two licensed physicians selected by my Trustee (or by my next Trustee, if the incompetency of my Trustee is in question) that such person is now able to give prompt and intelligent consideration to his or her financial and/or legal affairs; or

(2) a determination by a court of competent jurisdiction that the person in question is capable of managing such person's affairs.

D. Spendthrift Provision. With respect to any beneficiary other than the Grantor, neither the income nor principal of any trust herein created, or any share thereof, shall be pledged, assigned, transferred, sold or in any manner whatsoever accelerated, anticipated or encumbered by any beneficiary, nor shall any income or principal of any trust estate hereunder be in any manner subject to or liable in the hands of the Trustee for the debts, contracts or engagements of any beneficiary or be subject to any assignment or any other voluntary or involuntary alienation or disposition whatsoever. This spendthrift provision is intended to restrain both voluntary and involuntary transfers of a beneficiary's interest in the trust in accordance with Tennessee Code Annotated Section 35-15-502 and is a material purpose of the trust. A beneficiary's interest in a trust that is subject to the Trustee's discretion does not constitute an interest in property or an enforceable right even if the discretion is expressed in a form of a standard of distribution or the beneficiary is then serving as a Trustee or co-Trustee.

E. Reports of Trustee. While I am living, the Trustee shall provide such reports in such manner and frequency, and to such persons, as I may direct or, if I am incompetent, as my attorney-in-fact may direct. After my death, the Trustee shall furnish to each current or permissible income beneficiary of each trust (or to the parent or guardian of any minor beneficiary) a written statement showing the receipts, disbursements and the estimated net value of the trust, on an annual or more frequent basis, and I excuse the Trustee from making any accounting or report to any other person or to any court regarding the administration of any trust herein created. After my death, I expressly relieve, waive and release any Trustee hereunder from having to comply with the notification requirements of T.C.A. § 35-15-813(b) or with any notification requirements under any state's law applicable to any trust under this Agreement. The Trustee shall not be required to respond to requests pursuant to T.C.A. § 35-15-813(a) for information regarding the trusts from any beneficiary who is not a current recipient of the written statement referenced above.

F. Resignation or Removal of Trustee. Any person serving as a Trustee of any trust hereunder may resign or be removed, all in accordance with the remaining provisions of this Section.

Any Trustee may resign upon thirty (30) days' written notice to the beneficiaries then-receiving or entitled to receive income of the trust and to the next successor Trustee hereunder, if any. If resignation occurs, the successor Trustee designated in the preceding Item of this Agreement shall serve, but if no successor Trustee is designated or able to serve, the Trustee's successor shall be appointed by the Grantor, if the Grantor is living, and if not, then by a majority of such beneficiaries. If any Trustee becomes incapacitated, such person shall be deemed for all purposes to have resigned as Trustee.

After the Grantor's death, a majority of the beneficiaries then-receiving or entitled to receive income of any trust shall have the right to remove any corporate Trustee of that trust, with or without cause, but such beneficiaries shall only be entitled to remove any natural person serving as Trustee for cause. If removal occurs, the successor Trustee designated in the preceding Item of this Agreement shall serve as Trustee, but if no successor Trustee is designated or able to serve, then a majority of such beneficiaries shall appoint a successor Trustee.

If the beneficiaries fail to select a successor Trustee within a thirty (30) day period, the Trustee who has resigned or has been removed may petition the court having jurisdiction over the trust for the appointment of a successor.

Upon appointment of the successor Trustee, the resigning or removed Trustee shall deliver all assets then held to the successor Trustee. The resigning or removed Trustee shall then have full release for all assets so delivered (subject to judicial settlement of the accounts of the resigning or removed Trustee if requested by the person or persons exercising this selection power or by the successor Trustee). A parent or legal guardian or closest adult next of kin for any minor beneficiary shall act on behalf of the minor concerning removal of any Trustee and selection of any successor Trustee hereunder. The successor Trustee shall have all powers and authority herein conferred on the Trustee so replaced, and bond is excused.

IN WITNESS WHEREOF, I have signed this Agreement as Grantor and Trustee on the 25th day of October, 2010, and the Trustee has signed this Agreement on the date indicated below.

Kenneth E. Payne

Kenneth E. Payne, Grantor & Trustee

Paul B. Aponte, 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 Kenneth E. Payne, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 25th day of October, 2010.

JEFFREY MOBLEY NOTARY PUBLIC TENNESSEE DAVIDSON COUNTY

My Commission Expires MAY 2, 2011

My Commission Expires: _____

Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Paul B. Aponte, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 26th day of October, 2010.

JEFFREY MOBLEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: My Commission Expires: 15 MAY 2 2011

Notary Public

THIS DOCUMENT PREPARED BY:

JEFFREY MOBLEY
Howard & Mobley, PLLC
2319 Crestmoor Road
Nashville, Tennessee 37215
(615) 627-4444

WILL

OF

KENNETH E. PAYNE

I, Kenneth E. Payne, whose full name is Kenneth Earl Payne, make and declare this document as my Will. I revoke all former wills and codicils.

ITEM 1
RESIDUARY ESTATE

I devise and bequeath all of the property that I own at my death to the Kenneth E. Payne Living Trust, a living trust signed by me on October 25, 2010, as amended from time to time (my "living trust"), with such assets to be held, administered and distributed pursuant to the provisions of my living trust. If for any reason my living trust is not in existence at the time of my death or this pourover provision is held to be invalid or ineffective, then I hereby incorporate by this reference all provisions of my living trust into this Will, and I devise and bequeath my residuary estate to the person appointed in my living trust to serve as Trustee upon and after my death, to be held as a trust estate and administered and distributed in exactly the same manner as described in my living trust.

ITEM 2
EXECUTOR

I nominate the following persons to serve as the Executor of this Will, with such persons to act successively, in the order named:

1. Paul B. Aponte, or his designee.

2. Thomas Dugger.

To the extent permitted by applicable law, no Executor shall be required to furnish bond, file any inventory or file any accountings with respect to the performance of the Executor's duties.

Any person serving as Executor will render valuable services for which payment of a reasonable fee will be deserved. If any such person desires to be paid a fee, then I do not want any individual serving as Executor to be required to seek approval of a fee from any Court or beneficiary. Accordingly, I authorize any individual serving as Executor to receive and be paid a fee not to exceed the fee that would be charged by a bank or corporate trustee selected by the Executor and located in either my or the Executor's community in accordance with its fee schedule in effect at the time the fee is charged. If two or more individuals serve at the same time, they shall each receive an equal share of the fee as determined above, unless they agree to divide the fee otherwise.

ITEM 3
ADMINISTRATIVE PROVISIONS

A. Payment of Debts, Administration Expenses and Taxes. All of my legally enforceable debts (except secured debts, which may be paid or retained in the discretion of the Executor), my funeral expenses and the expenses of administration of my estate, both domiciliary and ancillary, shall be paid by my Executor as soon as practicable after my death. My Executor shall pay all estate, inheritance and other death taxes which shall become payable by reason of my death, whether in respect of property passing under this Will or otherwise, in accordance with the applicable provisions of my living trust.

B. Life Insurance. The proceeds of any life insurance payable to my Executor or my estate are to be free from the claims of creditors, and are to be held and distributed as provided by the terms of this Will. My Executor may use (but shall not be required to use) any portion of such proceeds as my Executor deems advisable, exercising a reasonable discretion, for the payment of debts, expenses and taxes, but only if my Executor deems such use of the proceeds to be in the best interests of my legatees and beneficiaries hereunder.

C. Real Property. Any real property I own at my death is to be administered as a part of my probate estate subject to the control of the Executor for purposes of administration, as authorized by Tennessee Code Annotated Section 31-2-103. So long as the Executor serves, the Executor shall have the same power over the title to real property as an absolute owner would have, including but not limited to the power to sell, mortgage, lease or otherwise convey any interest in any real estate without the signature, consent or approval of any heir, legatee, beneficiary, court or other person, provided that in exercising such power the Executor shall be acting in a fiduciary, not an individual, capacity.

D. Powers of Executor. I grant to my Executor any and all of the powers that an Executor and/or Trustee may exercise under the applicable laws of the State of Tennessee, including but not limited to the powers enumerated in T.C.A. § 35-50-110 that can be incorporated by reference as well as the powers granted in the Uniform Trust Code as adopted in Tennessee and any other powers granted in Title 35 of the Tennessee Code, even if my estate is administered in a state other than Tennessee or any Executor hereunder is a citizen or resident of a state other than Tennessee, to the extent that such state laws are not inconsistent with any express powers granted the Executor hereunder. I grant to my fiduciaries the power and authority to appoint resident fiduciaries to serve with them when applicable law so requires. Multiple Executors are to serve jointly and the signatures of all then-serving Executors are required in order to exercise the powers of the Executor, subject, however, to the following exceptions: if at any time there are two (2) or more persons serving as Executors hereunder, then, by a sworn written statement, each such Executor may grant to the other Executor(s) the power and authority to act alone and without the consent of the other Executor(s) for all purposes or for designated purposes hereunder; and, if at any time there are three (3) or more persons serving as Executors, and if they are not in unanimous agreement as to any action hereunder, then they shall act hereunder by majority consent concerning the action in question.

E. References to Executor. For convenience, the Executor named in this Will (including any alternates) is sometimes referred to in the singular person and masculine gender, regardless of the number or gender of those actually named herein.

F. Captions. The captions and headings of this Will are for convenience only and shall not define or limit the provisions contained herein.

IN WITNESS WHEREOF, I sign this Will in the presence of the persons witnessing it, at my request, on this the 25th day of October, 2010.

Kenneth E. Payne

Kenneth E. Payne

THIS DOCUMENT PREPARED BY:

JEFFREY MOBLEY
Howard & Mobley, PLLC
2319 Crestmoor Road
Nashville, TN 37215
(615) 627-4444

Signed and declared by Kenneth E. Payne to be such person's Will in the presence of all of us at one and the same time, and we, at such person's request and in such person's presence and in the presence of each other, have subscribed our names as witnesses, and we do hereby attest to the sound and disposing mind of Kenneth E. Payne and to the performance of the aforesaid act of execution on the date hereinabove set out.

WITNESSES:

Signature — Jeffrey Mobley
Print or Type Name

Nashville, Tenn.
Address

Campbell T. Mobley
Signature

Campbell T. Mobley
Print or Type Name

Nashville, TN
Address

AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The undersigned persons, after first being duly sworn according to law, depose and say:

1. They witnessed the execution of the Will of Kenneth E. Payne dated the 25th day of October, 2010, to which this Affidavit is attached, and that this Affidavit is being made at the request of such person and in accordance with the provisions of Tennessee Code Annotated, Section 32-2-110.

2. Their signatures are affixed to the Will, they signed the Will at the request of such person, and in the presence of such person, and in the presence of each other witness, on the date recited in said Will.

3. Kenneth E. Payne signed said paper writing as and for such person's Will in their sight and presence.

4. At the time they witnessed the Will, Kenneth E. Payne was, in their opinion, of sound mind.

Witness

Campbell T. Mobley
Witness

Sworn to and subscribed before me by the two (2) persons whose signatures are affixed hereto on this 25th day of October, 2010.

My Commission Expires

Bryan Howard
Notary Public

BRYAN HOWARD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 6, 2013

EXHIBIT 7

This Instrument was prepared by: Robert J. Notestine, III, Attorney-at-Law, 109 Kenner Avenue, Ste 201, Nashville, TN 37205

GRANTOR'S REVOCATION OF TRUST AGREEMENT OF THE KENNETH E. PAYNE

LIVING TRUST U/T/D OCTOBER 25, 2010 (the Trust Agreement)

WITNESSETH

WHEREAS, Kenneth E. Payne, Trustee and Paul B. Aponte, Trustee executed the Trust Agreement on October 25, 2010; and

WHEREAS, the Trust Agreement was created at the request of Paul B. Aponte; and

WHEREAS, The Trust Agreement contains the express provision or paragraph in Trust authorizes Kenneth E. Payne as Grantor to revoke the Trust Agreement; and

WHEREAS, Kenneth E. Payne as Grantor desires to revoke the Trust Agreement and to convey any and all in Agreement of the Trust in certain in real properties back to himself; and

NOW, THEREFORE, in consideration of the premise and to the provision of the Trust Agreement to the Grantor states as follows:

1. Kenneth E. Payne as Grantor hereby revokes the Trust Agreement provision and paragraph in on page 1 of the Trust Agreement.
2. I further authorize and state my desire to convey the real properties shown on Exhibit "A" hereto back to myself.
3. I state that this Revocation is being perfected of my own free will without duress or coercion and in compliance with my request.

Executed this 10 of May, 2012.

The Kenneth E. Payne Living Trust U/T/D

October 25, 2010

Kenneth E. Payne TRUSTEE

Kenneth E. Payne, Trustee

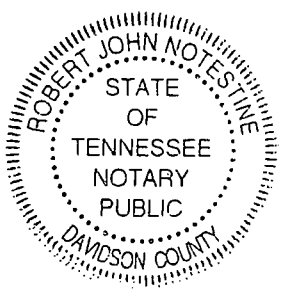
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Sworn to and subscribed before me by Kenneth E. Payne, Trustee whose signatures are affixed hereto on this 10th, day of May, 2012.

Notary Public

My commission expires: 5-16-2013



REVOCATION OF LAST WILL AND TESTAMENT

OF KENNETH E. PAYNE DATED OCTOBER 25, 2010

WITNESSETH

WHEREAS, Kenneth E. Payne executed a Will on October 25, 2010, a copy of the Will is attached as EXHBIT "A" of the Revocation; and

WHEREAS, Kenneth E. Payne, was in recovering from an injury and under medical care at the time of the execution of the Will; and

WHEREAS, Kenneth E. Payne is of Sound mind; and

WHEREAS, Kenneth E. Payne wishes to revoke and terminate said Will.

NOW, THEREFORE, in consideration of the premise, Kenneth E. Payne states as follows:

1. I Kenneth E. Payne do hereby revoke and terminate the Will dated October 25, 2010, a copy of the Will is Attached as EXHBIT "A" to the instrument.

Executed this 10 of May, 2012.

Kenneth E. Payne

Kenneth E. Payne

Witness signed at 7149 Nolensville Rd. Ste. 3A Nolensville, TN 37135

Witness signed at 7149 Nolensville Rd, Ste 3A Nolensville, TN 37135

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

The undersigned persons, after first being duly sworn according to law, depose and say:

1. They witnessed the execution of the Revocation of Last Will and Testament of Kenneth E. Payne, dated October 25, 2010, to which this Affidavit is attached, and this Affidavit is being made at the request of such person and in accordance with the provisions of TCA, Section 32-2-110.

2. Their signatures are affixed to the Revocation of Last Will and Testament of Kenneth E. Payne, dated October 25, 2010 at the request of such person, and in the presence of said person, and in the presence of each other witness, on the date herein contained.

3. Kenneth E. Payne signed said paper writing as and for such person's Revocation of Last Will and Testament in their sight and presence.

4. At the time they witnessed the Revocation of Last Will and Testament, Kenneth E. Payne was, in their opinion, of sound mind.

Nelva O. Whited

Witness

Witness

Sworn to and subscribed before me by the two (2) persons whose signatures are affixed hereto on this 10th, day of May, 2012.

Notary Public

My commission expires: 5-16-2013

ROBERT JOHN NOTESTINE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

EXHIBIT 8

BILL GARRETT, Davidson County
Trans:T20100070557 DEEDWARR
Recvd: 11/05/10 15:29 4 pgs
Fees:22.00 Taxes:0.00
[redacted]
20101105-0089072

THIS DOCUMENT PREPARED BY	This transfer is exempt from real estate transfer tax pursuant to T.C.A. §67-4-409(a)(3)(F).
MAIL JEFFREY MOBLEY Howard & Mobley, PLLC 2319 Crestmoor Road Nashville, Tennessee 37215 (615) 627-4444	

Address of new owner:	Send Tax Bills to:	Map-Parcel Numbers
The Kenneth E. Payne Living Trust 9528 Split Log Road Brentwood, Tennessee 37027	SAME	Map 060, Parcel 00500, Williamson Co. Map 105 01 0, Parcel 102, Davidson Co. Map 104 08 0, Parcel 222.00 Davidson Co. Map 104 04 0, Parcel 231.00 Davidson Co.

WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kenneth E. Payne, hereinafter called the Grantor, for the purpose of transferring the Grantor's entire ownership interest in the subject real property to a revocable inter-vivos (living) trust established by the Grantor, has bargained and sold, and by these presents does transfer and convey unto **Kenneth E. Payne and/or Paul B. Aponte, Trustees of The Kenneth E. Payne Living Trust established by the Revocable Trust Agreement of Kenneth E. Payne, dated October 25, 2010**, as amended from time to time, with full power to sell, transfer, mortgage and convey without signature of any beneficiary, hereinafter called the Grantees, and the Grantees' successors and assigns, all of the

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is subject to the following:

1. Current year's State and County taxes, which have been assumed by the Grantee.

2. Any matters of record.

TO HAVE AND TO HOLD the said real property herein conveyed, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, the Grantees' successors and assigns, forever; and the Grantor does covenant with the said Grantees that the Grantor is lawfully seized and possessed of said real property, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and the Grantor does further covenant and bind the Grantor, the Grantor's heirs, assigns and representatives, to warrant and forever defend the title to the said real property to the said Grantees, the Grantees' successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this 25th day of October, 2010.

Kenneth E. Payne

Kenneth E. Payne

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Kenneth E. Payne, with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 25th day of October, 2010.

My Commission Expires: [illegible]

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAY 2, 2011

Notary Public

EXHIBIT A

Legal Descriptions

Map 060, Parcel 00500- Williamson County
9528 Split Log Road

Land lying in the 16th Civil District of Williamson County, Tennessee, more particularly described as follows:

BEGINNING at a point on the northerly margin of Split Log Road; thence southerly a distance of 25.7 feet to an iron pin in Split Log Road; thence still in Split Log Road, South 81° 15' West a distance of 72.5 feet to an iron poin; thence in Split Log Road South 71° 20' West a distance of 300 feet to an iron pin in the center line of Split Log Road; thence Northerly to the northern margin of Split Log Road to an iron pin; thence North 1° 30' East a distance of 1524 feet (heretofore erroneously described as being 1624 feet) to an iron pin; thence South 87° 30' East a distance of 346.5 feet to an iron pin; thence South 1° 30' West a distance of 1396.3 feet to the point of beginning, containing 11.78 acres, more or less, as from a survey by Z. T. Wilkinson, surveyor, dated November 22, 1954, as of record in Book 99, page 411, said Register's Office.

Being the same property conveyed to Kenneth E. Payne by deed from William A. Campbell and wife, Barbara Campbell, of record in Book 190, Page 88, Register's Office for Williamson County, Tennessee.

This is improved property known as 9528 Split Log Road, Brentwood, Tennessee 37027.

Map 105 01 0, Parcel 102.00
Davidson County
1010-B 16th Avenue, South

Land lying in Davidson County, Tennessee, being more particularly described as follows:

BEING Lot No. 10 on the Plan of B. F. Shields' Addition to Nashville, as of record in Book 57, Page 31, Register's Office for said County.

SAID Lot No. 10 fronts 50 feet on the easterly side of 16th Avenue, South, formerly Belmont Avenue, as widened, and runs back 146 feet, more or less, to an alley, measuring 50.1 feet thereon.

BEING the same property conveyed to Kenneth E. Payne, unmarried, by deed from Sue B. Carr, of record in Book 5511, Page 292, Register's Office for Davidson County, Tennessee.

This is improved property known as 1010-B 16th Avenue South, Nashville, Tennessee.

DEED 02:24 PM
11/12/2010 196243
BATCH 0.00
MTG TAX 0.00
TRN TAX 20.00
REC FEE 2.00
DP FEE 0.00
REG FEE 22.00
TOTAL
STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

Map 104 08 0, Parcel 222.00
Davidson County
1226 17th Avenue, South

Land lying in Davidson County, Tennessee, being more particularly described as follows:

BEING Lot No. 1 in the Subdivision of Block No. 35 in the the O. B. Hayes Plan of Large Lots, or record in Book 161, page 86, Register's Office for said County.

Said Lot No. 1 fronts 55 feet and 2 inches on the East side of 17th Avenue, South, formerly Addison Street, and runs back eastwardly between parallel lines, 150 feet to an alley.

Being the same property conveyed to Kenneth E. Payne by deed from Richard C. Walker and wife, Susan W. Walker, of record in Deed Book 5705, Page 256, Register's Office for Davidson County, Tennessee.

This is improved property known as 1226 17th Avenue South, Nashville, Tennessee.

Map 104 04 0, Parcel 231.00
Davidson County
1212 16th Avenue, South

Land lying in Davidson County, Tennessee, being more particularly described as follows:

BEING the northerly 50 feet of the westerly half of Lot No. 29 in O. B. Hayes Plan of large lots, called "Rokeby", as of record in Book 21, page 87, Register's Office for Davidson County, Tennessee.

BEGINNING on the easterly margin of 16th Avenue South, formerly Belmont Avenue, as widened at the corner of Lots 24 and 29; thence southerly with the easterly margin of 16th Avenue South 50 feet; thence easterly parallel with the northerly line of said Lot No. 29, 146.5 feet more or less to an alley; thence northerly with said alley 50 feet to the line between Lots 24 and 29; thence with said line westerly 146.5 feet, more or less, to the beginning point.

Being the same property conveyed to Kenneth E. Payne by deed from Grace B. Ray of record in Book 4693, Page 605, Register's Office of Davidson County, Tennessee.

This is improved property known as 1212 16th Avenue South, Nashville, Tennessee.

EXHIBIT 9

Southern Land Title

BILL GARRETT, Davidson County
Trans:T20120036826 DEEDQC
Recvd: 05/18/12 14:25 5 pgs
Fees:27.00 Taxes:0.00
20120518-0043361

Mail to: Southern Land Title & Escrow, Inc.
P.O. Box 217
Nolensville, TN 37135
(615) 776-7461

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NO.
Kenneth E. Payne	(NEW OWNER)	M/P 060-005.00 (Williamson)
9528 Split Log Road		M/P 105-01-0-102.00 (Davidson)
Brentwood, TN 37027		M/P 104-08-0-222.00 (Davidson)
		M/P 104-04-0-231.00 (Davidson)

This instrument prepared by: Southern Land Title & Escrow, Inc., P.O. Box 217, 7149 Nolensville Road, Ste 3A, Nolensville, TN 37135. This instrument was prepared from information furnished by the parties and no title examination was performed by the preparer for this conveyance.

QUITCLAIM DEED

Know all persons by these presents, **Kenneth E. Payne, Trustee of The Kenneth E. Payne Living Trust established by the Revocable Trust Agreement of Kenneth E. Payne, dated October 25, 2010 with full power to act alone, sell, transfer, mortgage and convey without the joiner of any beneficiary**, (hereinafter referred to as the "Grantor"), does hereby bargain, quitclaim and conveys unto **Kenneth E. Payne, unmarried,** (hereinafter referred to as the "Grantee"), all of Grantor's interest in the following described real estate located in **WILLIAMSON AND DAVIDSON County, Tennessee**, to-wit:

SEE ATTACHED EXHIBIT "A"

Being the same property conveyed to Kenneth E. Payne, Trustee of The Kenneth E. Payne Living Trust established by the Revocable Trust Agreement of Kenneth E. Payne, dated October 25, 2010 by warranty deed from Kenneth E. Payne of record in Book 5193, page 940, Register of Deeds Office for Williamson County, Tennessee and in Instrument No 20101105-0089072, Register's Office for Davidson County, Tennessee.

This is the same description as used in the last Deed of record.

Said properties are conveyed subject to such limitations, restrictions, encumbrances, and all matters appearing of record, as may affect the premises.

STATE OF TENNESSEE} **COUNTY OF WILLIAMSON}**	
The actual consideration or value, whichever is greater for this transfer is $ -0-.	
	Affiant Nelva O. Whitt
Subscribed and sworn to before me this 10 **day of May, 2012.** Judy Painter-Rose **Notary Public** **My Commission Expires:01/13/2015**	JUDY PAINTER-ROSE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed this 10 day of May, 2012.

The Kenneth E. Payne Living Trust Revocable
Trust Agreement dated October 25, 2010

By: Kenneth E. Payne, TRUSTEE
Kenneth E. Payne, Trustee

STATE OF TENNESSEE}
COUNTY OF WILLIAMSON}

Before me, the undersigned in and for said county and state, personally appeared **Kenneth E. Payne, Trustee of The Kenneth E. Payne Living Trust Revocable Trust Agreement dated October 25, 2010,** whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged that **HE** executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nolensville, Tennessee, this 10, day of May, 2012.

Notary Public

My Commission Expires: 5-16-2013

ROBERT JOHN NOTESTINE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

Legal Descriptions

Map 060, Parcel 00500- Williamson County
9528 Split Log Road

Land lying in the 16th Civil District of Williamson County, Tennessee, more particularly described as follows:

BEGINNING at a point on the northerly margin of Split Log Road; thence southerly a distance of 25.7 feet to an iron pin in Split Log Road; thence still in Split Log Road, South 81° 15' West a distance of 72.5 feet to an iron poin; thence in Split Log Road South 71° 20' West a distance of 300 feet to an iron pin in the center line of Split Log Road; thence Northerly to the northern margin of Split Log Road to an iron pin; thence North 1° 30' East a distance of 1524 feet (heretofore erroneously described as being 1624 feet) to an iron pin; thence South 87° 30' East a distance of 346.5 feet to an iron pin; thence South 1° 30' West a distance of 1396.3 feet to the point of beginning, containing 11.78 acres, more or less, as from a survey by Z. T. Wilkinson, surveyor, dated November 22, 1954, as of record in Book 99, page 411, said Register's Office.

Being the same property conveyed to Kenneth E. Payne by deed from William A. Campbell and wife, Barbara Campbell, of record in Book 190, Page 88, Register's Office for Williamson County, Tennessee.

This is improved property known as 9528 Split Log Road, Brentwood, Tennessee 37027.

Map 105 01 0, Parcel 102.00
Davidson County
1010-B 16th Avenue, South

Land lying in Davidson County, Tennessee, being more particularly described as follows:

BEING Lot No. 10 on the Plan of B. F. Shields' Addition to Nashville, as of record in Book 57, Page 31, Register's Office for said County.

SAID Lot No. 10 fronts 50 feet on the easterly side of 16th Avenue, South, formerly Belmont Avenue, as widened, and runs back 146 feet, more or less, to an alley, measuring 50.1 feet thereon.

BEING the same property conveyed to Kenneth E. Payne, unmarried, by deed from Sue B. Carr, of record in Book 5511, Page 292, Register's Office for Davidson County, Tennessee.

This is improved property known as 1010-B 16th Avenue South, Nashville, Tennessee.

5 PGS : AL - QUITCLAIM DEED	
KELLY BATCH: 255614	05/24/2012 - 08:01 AM
BATCH	255614
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

Map 104 08 0, Parcel 222.00
Davidson County
1226 17th Avenue, South

Land lying in Davidson County, Tennessee, being more particularly described as follows:

BEING Lot No. 1 in the Subdivision of Block No. 35 in the the O. B. Hayes Plan of Large Lots, or record in Book 161, page 86, Register's Office for said County.

Said Lot No. 1 fronts 55 feet and 2 inches on the East side of 17th Avenue, South, formerly Addison Street, and runs back eastwardly between parallel lines, 150 feet to an alley.

Being the same property conveyed to Kenneth E. Payne by deed from Richard C. Walker and wife, Susan W. Walker, of record in Deed Book 5705, Page 256, Register's Office for Davidson County, Tennessee.

This is improved property known as 1226 17th Avenue South, Nashville, Tennessee.

Map 104 04 0, Parcel 231.00
Davidson County
1212 16th Avenue, South

Land lying in Davidson County, Tennessee, being more particularly described as follows:

BEING the northerly 50 feet of the westerly half of Lot No. 29 in O. B. Hayes Plan of large lots, called "Rokeby", as of record in Book 21, page 87, Register's Office for Davidson County, Tennessee.

BEGINNING on the easterly margin of 16th Avenue South, formerly Belmont Avenue, as widened at the corner of Lots 24 and 29; thence southerly with the easterly margin of 16th Avenue South 50 feet; thence easterly parallel with the northerly line of said Lot No. 29, 146.5 feet more or less to an alley; thence northerly with said alley 50 feet to the line between Lots 24 and 29; thence with said line westerly 146.5 feet, more or less, to the beginning point.

Being the same property conveyed to Kenneth E. Payne by deed from Grace B. Ray of record in Book 4693, Page 605, Register's Office of Davidson County, Tennessee.

This is improved property known as 1212 16th Avenue South, Nashville, Tennessee.