Bill Garrett Davidson County
Batch# 5331 AFFIDAVITH
09/27/2017 02:21:07 PM 18 pgs
Fees: $92.00 Taxes: $0.00
20170927-0099004

****

ADDRESS NEW OWNER:
Brenda H . Oeser
800 Cedarstone Way
Nashville, TN 37214

SEND TAX BILL TO:
Same

Map-Parcel No.
096020A00100CO

****

This Instrument Prepared By:
PAULA OGLE BLAIR, ATTORNEY AT LAW
211 Donelson Pike, Suite 214, Nashville, Tennessee 37214
FROM INFORMATION BY OTHERS

AFFIDAVIT OF HEIRSHIP

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Comes the Affiant, Kenneth Ray Harrington, Jr. being first duly sworn according to law, and being of lawful age and a resident of the State of Tennessee for the past six (6) months, pursuant to Tennessee Code Annotated § 30-2-712, hereby swears to the following of his own free will and based upon his personal knowledge and familiarity:

1. Dorothy J. Harrington died on February 6, 2003, leaving a spouse, Kenneth Ray Harrington, Sr.

2. Kenneth Ray Harrington, Sr. died on February 16, 2017.

3. The Decedent left no surviving spouse.

4. The Decedent died leaving two children, Kenneth Ray Harrington, Jr. and Brenda H. Oeser. The Decedent had no other children.

5. The Decedent, Kenneth Ray Harrington, Sr. left real property located at 800 Cedarstone Way, Nashville, Tennessee 37214. Said real property was owned by the Dorothy J. Harrington Trust. The Last Will and Testament of Kenneth Ray Harrington, Sr. states: Upon the death of my spouse (or upon my death if my spouse predeceases me), the Family Trust shall (to

the extent not appointed by the exercise of any power of appointment herein conferred) be divided into two separate and equal shares as follows: Kenneth Ray Harrington, Jr. and Brenda Jean Harrington Oeser."

7. The real property owned by the Dorothy J. Harrington Trust is more particularly described as follows:

> **A Condominium apartment in Davidson County, Tennessee, being Unit No. 1 of the The Bluffs of Cedarstone, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on Exhibit "B" to the Master Deed of record in Doc. No. 20070625-0075380 amended in Doc. No. 20070720-0086753, Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said Apartment's appurtenant undivided interest the general and limited common elements of the Condominium. Together with and subject to Declaration of Reciprocal Easements of record in Doc. No. 2006-124722, said Register Office.**
>
> **Being the same property conveyed to Donelson Cedarstone Associates L.P. a Tennessee limited partnership by warrant deed from the Gideons International, as Illinois corporation, dated June 21, 2005 and recorded on June 23, 2005 of record in Doc. No. 20050623-0072215, Register's Office for Davidson County, Tennessee. By Quitclaim Deed dated Oct. 4, 2006 and recorded Oct. 6, 2006 of record in Doc. No. 20061006-0124723, said Register's Office, said property was conveyed to Donelson Cedarstone Associates, II, L.P., a Tennessee limited partnership.**

8. Kenneth Ray Harrington Sr.'s Last Will and Testament, which is attached to this Affidavit of Heirship and incorporated herein, gave Kenneth Ray Harrington, Jr. and Brenda Jean Harrington Oeser the real property in fee simple upon the death of Kenneth Ray Harrington Sr.'s death.

9. This Affidavit will confirm the vesting of title to the real property described herein, after the death of Kenneth Ray Harrington, Sr. in Kenneth Ray Harrington, Jr. and Brenda Jean Harrington Oeser.

10. Brenda Jean Harrington Oeser and Brenda H. Oeser is one and the same.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

Sworn to and subscribed before me this 7 day of SEPTEMBER, 2017.

KELLY E SLOAT
NOTARY PUBLIC

My commission expires: ~~06/[redacted]2014~~
3/3/2020

KELLY E SLOAT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

PREPARED BY:

PAULA OGLE BLAIR, #15862
Attorney for Kenneth R. Harrington, Jr. and
Brenda J. Oeser
211 Donelson Pike, Suite 214
Nashville, TN 37214
(615) 882-0190
pblairlaw@comcast.net

EXHIBIT

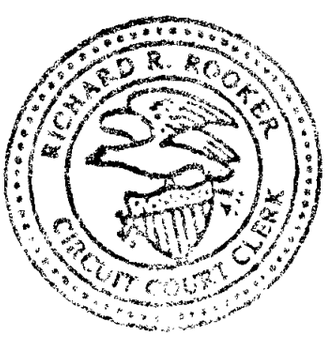
STATE OF TENNESSEE

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 filed in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 22 day of MARCH, 2017, in Docket Number 17P386, IN RE: HARRINGTON SR., KENNETH RAY, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 07 day of SEPTEMBER in the year 2017 and in the 241 year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]



By: _____

Deputy Clerk

Copy

17P386
FILED
MAR 22 2017
RICHARD R. ROOKER, Clerk
By _____ Deputy

LAST WILL AND TESTAMENT

OF

KENNETH RAY HARRINGTON, SR.

I, KENNETH RAY HARRINGTON, SR., a resident of Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this as my Last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me.

1. Appointment of Executor. I nominate and appoint my spouse, Dorothy Jean Ralston Harrington, as Executor of this my Last Will and Testament, and I direct that no bond shall be required. In the event my spouse ceases or fails to serve, then I nominate and appoint my children, Kenneth Ray Harrington, Jr. and Brenda Jean Harrington Oeser, as Co-Executors, without bond. Whenever the term "Executor" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

2. Appointment of Trustee. I nominate and appoint my spouse, Dorothy Jean Ralston Harrington, and my children, Kenneth Ray Harrington, Jr. and Brenda Jean Harrington Oeser, as testamentary Co-Trustees of any trusts herein created, and I direct that no bond shall be required. In all matters concerning the administration of any trust established herein, I direct that the decision of a majority of the Trustees shall be controlling. Whenever the term "Trustee" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

3. Ancillary Administration. If the appointment of an Executor of my estate is necessary or desirable in any jurisdiction in which the Executor named herein is unable or unwilling to act, I appoint as my Executor in that jurisdiction such person or corporation as may be designated in an instrument signed by the Executor named herein, to serve without security or any bond, and to have all the powers with respect to my estate in that jurisdiction that my Executor named herein is given with respect to my domiciliary estate (including the power to sell real or personal property at

Copy

public or private sale for any purpose), to be exercisable without the joinder of any beneficiary or the approval of any court.

4. Administration of Real Property. I give to my Executor all real property which I may own at the time of my death and direct my Executor to hold, administer and distribute my real property as a part of my probate estate. It is my intention that my Executor have possession and control of my real property during the period of administration, including the power to sell, lease, encumber and otherwise convey all or any portions of such real property or interests therein without the joinder of any beneficiary of my estate or the approval of any court.

5. Payment of Debts and Taxes. I direct that all of my legally enforceable debts, funeral expenses, and expenses in connection with the administration of my estate be paid as soon as may be convenient after my death, except that any debt secured by a mortgage, pledge, or similar encumbrance on property owned by me at the time of my death may be retained in the discretion of my Executor and such property shall pass subject to such mortgage, pledge, or similar encumbrance. I further direct that all transfer, estate, inheritance and other death taxes (but not any generation skipping taxes) which are payable because of my death, including any interest or penalties thereon, with respect to the property comprising my estate for such tax purposes, whether or not such property passes under this Will and whether such taxes are payable by my estate or by any recipient or beneficiary of any such property, shall be paid entirely out of that portion of my residuary estate allocated to the Family Share established herein, without apportionment and with no right of reimbursement from any recipient or beneficiary of any such property.

I direct that the proceeds of any life insurance payable to my estate or to my Executor may be used for the payment of debts or taxes.

6. Disposition of Tangible Personal Property. I give to my spouse, Dorothy Jean Ralston Harrington, provided my spouse survives me, all furniture, household furnishings, automobiles, personal effects and all other items of tangible personal property which I own at the time of my death. If my spouse does not survive me, said properties shall go in equal shares to my children, with the issue of any child who does not survive me representing his or her parent, per stirpes. My Executor may distribute the share

Copy

of any minor beneficiary to such beneficiary directly, or to the person with whom such beneficiary is residing. If in the discretion of my Executor any of my tangible personal property is not suitable for immediate delivery, my Executor may retain such property in safekeeping for future delivery. My Executor shall pay all expenses associated with safeguarding, insuring, packing, storing, delivering, and distributing the tangible personal property, and such expenses shall be deemed to be a proper part of the expenses of administering my estate. I hope that the recipient or recipients of my tangible personal property will dispose of the same in accordance with my wishes, however made known, but I impose no legal or equitable obligation in this regard.

7. Division of Residuary Estate Into Marital and Family Shares. I direct my Executor to divide all the rest and residue of my property, real, personal and mixed, of whatever kind and character and wherever situated, including the proceeds of any insurance policies payable to my estate, into two separate shares, which are designated as the Marital Share and the Family Share. Said property shall be allocated between those shares in the following manner:

(a) First, to the Family Share, a portion of my residuary estate which is equal in value to the Exemption Equivalent. The term "Exemption Equivalent" shall mean an amount equal to the largest amount which will, after allowing for the unified credit against the Federal Estate Tax and the credit for state death taxes (to the extent the use of such credit does not increase the death tax payable to any state) but no other credit, result in no Federal Estate Tax being payable by my estate.

(b) Second, to the Marital Share, the remainder thereof; provided that if my spouse does not survive me, then I direct that no allocation be made to the Marital Share and all of my residuary estate be allocated to the Family Share.

The portion of the residue of my estate allocated to the Family Share and the Marital Share pursuant to subparagraphs (a) and (b) above may be selected by my Executor, but in determining the amount to be allocated to each Share, assets shall be valued at the same amounts as are used in determining the Federal Estate Tax imposed on the transfer of my estate, and the assets allocated to each Share must be fairly representative of the appreciation and depreciation

Copy

(from the Federal Estate Tax values) in the value of all property (including cash) available for allocation, and there shall be allocated to the Marital Share only assets which do qualify for the marital deduction for both federal estate tax and any applicable state inheritance, estate or other similar tax purposes (including, without limitation, Section 67-8-315 of the Tennessee Code Annotated) in a manner that minimizes the total of such taxes imposed upon my death. The allocations to the Family Share and to the Marital Share shall carry with them (as income and not as principal) a proportionate share of the income of my estate from the date of my death.

8. Disposition of Marital Share. I give the Marital Share of my residuary estate to my spouse, Dorothy Jean Ralston Harrington, outright and free of trust.

9. Disposition of Family Share. I give the Family Share of my residuary estate to the Trustee hereinabove named, as Trustee, to be held in a trust to be known as the Family Trust and to be held, administered and distributed according to the following terms:

(a) Income During Spouse's Lifetime. During the life of my spouse, Dorothy Jean Ralston Harrington, the income from the Family Trust, in the discretion of the Trustee, shall be

(1) Paid to Spouse. Paid over in whole or in part to or for the benefit of my spouse in order to provide for my spouse's support in my spouse's accustomed manner of living and to provide for my spouse's hospital and nursing expenses and expenses of invalidism; or

(2) Accumulated. Accumulated in whole or in part and added to the corpus of the trust.

In exercising its discretion with respect to the distribution of income from the trust, the Trustee is directed to consider the needs of my spouse in accordance with the standards set forth above (after taking into consideration my spouse's other sources of income and means of financial support) before the needs of any other beneficiary are considered.

(b) Spouse's Testamentary Limited Power of Appointment. My spouse, Dorothy Jean Ralston Harrington, shall have the power, exercisable only by specific reference to this

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power in my spouse's Last Will and Testament, to appoint the corpus of the Family Trust in whole or in part, to and among my issue and their spouses, in such amounts and proportions and in such interests and estates, whether outright or in lesser estates, or in trust or otherwise, as my spouse shall deem appropriate; but my spouse shall have no power to appoint any part of the trust in such way as to benefit, directly or indirectly, my spouse, my spouse's estate, my spouse's creditors, or the creditors of my spouse's estate.

(c) Disposition of Trust Assets Upon Spouse's Death. Upon the death of my spouse (or upon my death if my spouse predeceases me), the Family Trust shall (to the extent not appointed by the exercise of any power of appointment herein conferred) be divided into two separate and equal shares as follows:

(1) Kenneth Ray Harrington, Jr. One share thereof shall be distributed outright and free of trust to my son, Kenneth Ray Harrington, Jr., if my son is then living. If my son is not then living, then such share shall vest in my son's issue then living, per stirpes, and each beneficiary shall receive distribution of the full then remaining balance of his or her share thereof upon attaining thirty (30) years of age. If a beneficiary in whom a share of the trust has vested indefeasibly under the terms of this subparagraph dies before attaining thirty (30) years of age, then upon the death of such beneficiary his or her share of the trust shall be distributed to such beneficiary's estate. Prior to the distribution of the trust under this subparagraph, the income from each beneficiary's share shall be paid over in whole or in part to or for the benefit of each such beneficiary, or shall be accumulated in whole or in part and added to the corpus of such beneficiary's share as may be appropriate, in the sole discretion of the Trustee, to provide for such beneficiary's adequate support, maintenance and education.

(2) Brenda Jean Harrington Oeser. One share thereof shall be distributed outright and free of trust to my daughter, Brenda Jean Harrington Oeser, if my daughter is then living. If my daughter is not then living, then such share shall vest in my

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grandchild, Denise Jean Ford Johnson, or in her issue then living, per stirpes, if my said grandchild is not then living, and each beneficiary shall receive distribution of the full then remaining balance of his or her share thereof upon attaining thirty (30) years of age. If a beneficiary in whom a share of the trust has vested indefeasibly under the terms of this subparagraph dies before attaining thirty (30) years of age, then upon the death of such beneficiary his or her share of the trust shall be distributed to such beneficiary's estate. Prior to the distribution of the trust under this subparagraph, the income from each beneficiary's share shall be paid over in whole or in part to or for the benefit of each such beneficiary, or shall be accumulated in whole or in part and added to the corpus of such beneficiary's share as may be appropriate, in the sole discretion of the Trustee, to provide for such beneficiary's adequate support, maintenance and education.

I have purposefully made no provision in this my Last Will and Testament for my grandson, Michael Sean Ford, who is mentally challenged. Rather, I suggest that my daughter and granddaughter take such actions as they deem necessary or desireable to insure that he is provided with adequate medical care and support.

10. Encroachments. If at any time or times prior to the complete distribution of the Family Trust created herein, the Trustee in the Trustee's discretion be of the opinion that it is necessary to encroach upon the corpus of such trust in order to provide adequately and properly for the maintenance in health and reasonable comfort, support in the accustomed manner of living, and education, including college and professional education, of a person who is a permissible recipient of income therefrom at the time the encroachment is to be made, then the Trustee is authorized to encroach upon the corpus of such trust to the extent which the Trustee deems necessary or proper for such purpose (after first taking into consideration such beneficiary's income, capital resources, and the other sources of support for such beneficiary, as well as the ability of such beneficiary to provide for his or her own needs, and giving first consideration to maintaining my spouse before considering the needs of any other beneficiary), this power to be a continuing one. Any encroachments made from the

Copy

Family Trust prior to my spouse's death shall be charged against the trust estate as a whole and shall not be charged against the share of any beneficiary. Any other encroachments shall be charged against the shares of the beneficiaries for whom such encroachments are made.

11. Spendthrift Provisions. No part of any trust herein created, nor the income therefrom, is to be subject to execution or other legal process for any obligation of any beneficiary or subject to the claims of creditors of any beneficiary in any manner, nor shall any beneficiary have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise, except as expressly authorized by any powers of appointment contained herein.

12. Compliance with Rule Against Perpetuities. Notwithstanding anything herein to the contrary, no trust herein created shall continue beyond twenty-one (21) years after the death of the survivor of my spouse and those of my issue who are living at the time of my death; and at such time any trust created hereunder which is still in existence shall immediately terminate and the properties therein shall be distributed to the beneficiaries thereof irrespective of their ages, per stirpes.

13. Simultaneous Death. In the event my spouse and I shall die simultaneously, or under circumstances which make it difficult to determine which of us died first, I direct that my spouse shall be deemed to have survived me for the purposes of this instrument, and I direct further that the provisions of this instrument shall be construed upon that assumption, irrespective of any provision of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.

14. Resignation, Removal and Appointment of Trustees.

(a) Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the then income beneficiaries, such notice to be given to the natural or legal guardian or conservator of any beneficiary who is under a legal disability.

(b) Designation of Co-Trustee. Subject to the limitation on the number of trustees as described below, any individual who is serving as the sole Trustee of any

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trust established herein may appoint one or more persons or entities to serve as Co-Trustee of such trust. Such Trustee may make this appointment at any time during such Trustee's life, and any such appointment shall become effective at such time as may be specified in the appointment and upon such Co-Trustee's written acceptance of the duties of the Trustee hereunder. Such appointment shall be made in writing with written notice thereof to be provided to all persons who are permissible recipients of income at the time the appointment is made. Any such Co-Trustee shall be subject to the removal powers described below.

(c) Beneficiaries' Right to Remove Trustee. A majority of the current income beneficiaries of the trust shall have the right and authority at any time or times to remove any Trustee or successor Trustee of the trust, such right to be exercised by the natural or legal guardian or conservator of any beneficiary who is under a legal disability.

(d) Appointment of Successor Trustees.

(1) Power of Trustee to Designate Successor Trustee. Subject to the limitation on the number of Trustees as described below, any Trustee may designate one or more persons or entities to serve as the Trustee's immediate successor in the event the Trustee ceases to serve as a Trustee, provided that if there is a Co-Trustee immediately prior to the time the Trustee ceases to serve as a Trustee, then no more than one such designated successor Trustee may serve as such Trustee's immediate successor. The Trustee may make this designation at any time (including, in the case of a Trustee who is an individual, by such individual Trustee's Last Will and Testament), and any such designation made by the Trustee may be changed from time to time and shall only become effective upon the Trustee's ceasing to serve as a Trustee for any reason. Any such successor Trustee shall be subject to the removal powers described above.

(2) Beneficiaries' Right to Appoint Corporate Trustee. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the person or persons having the power to exercise the right to remove Trustees of such trust under the above provisions

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shall have the right (but not the obligation) to appoint a successor Trustee in place thereof, provided that any such successor Trustee appointed by such person or persons must be a bank or a trust company (which shall not be required to be a Tennessee corporation) having assets then under management in a fiduciary capacity of at least two hundred fifty million dollars ($250,000,000.00).

(3) Appointment of Trustee by Court. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the successor Trustee shall be one or more persons and/or entities as may be designated by such court as may have jurisdiction over the trust.

(e) Legal Capacity of Trustee. An individual serving as a Trustee of any trust established herein shall cease to serve as such Trustee whenever such individual is not of legal capacity. An individual shall be presumed to be "not of legal capacity" if such individual is by reason of illness or mental or physical disability unable to give prompt and intelligent consideration to such individual's financial matters, as certified in a writing signed by the physician regularly attending such individual, if any, otherwise by a physician who has examined such individual.

(f) Powers. Any successor Trustee shall by virtue of its appointment succeed to all of the rights, powers and duties conferred and imposed upon the Trustee herein named.

(g) Bond. No bond or other security shall be required of any successor Trustee.

(h) No Termination Fee. No Trustee serving as Trustee of a trust established herein shall be entitled to a termination fee in the event such Trustee is removed or otherwise ceases to serve as Trustee, unless such a termination fee has been expressly (and not by implication) agreed to in writing by the person or persons who appointed the Trustee.

(i) Number of Trustees. At no time shall there be more than three Trustees of any trust established herein. In addition, at all times at which a beneficiary of any trust established herein is serving as a Trustee of

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such trust, there must be at least one other Co-Trustee of such trust.

15. Powers of Executor and Trustee.

(a) In General. In addition to all powers given under applicable law, my Executor and Trustee shall have all the powers enumerated in Section 35-50-110, Tennessee Code Annotated; and the introductory paragraph and all subparagraphs thereof, to the extent not inconsistent with the express provisions hereof, are hereby incorporated herein by reference, except that subparagraphs 1 through 4 thereof shall apply only to my Executor.

(b) Protection of Marital Deduction. In no event shall my Executor have any power which would invalidate the marital deduction for federal or state estate or inheritance tax purposes.

(c) Facility of Payment. Whenever income may be paid to a beneficiary or whenever the Trustee encroaches upon the corpus of the trust for the benefit of a beneficiary, such income or corpus may be paid to such beneficiary directly or to anyone else for the use or benefit of such beneficiary, irrespective of the age or mental competency of the beneficiary, as the Trustee deems proper, and the receipt of the person to whom the payments are made shall be a sufficient acquittance for the Trustee. Such payments may be made without the intervention of any guardian or the approval of any court.

(d) Division of Assets. At any time when it shall become necessary to divide assets among or within any trusts herein created, or to distribute any of said assets, such division or distribution shall be made in such manner as the Trustee deems proper and may be made in cash or in kind, or partly in cash and partly in kind. Also, the judgment of the Trustee on the relative value of assets shall be binding and conclusive on all parties interested. Further, in making distribution of trust assets the Trustee shall not be required to distribute a particular asset pro rata to all beneficiaries entitled to receive a distribution, and the Trustee may make division and distribution of trust assets without regard to the basis of such assets for Federal or State income tax purposes.

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(e) Consolidation of Trusts. The Trustee shall have the power to combine any trust hereunder with any other trust having substantially similar terms and provisions if the Trustee reasonably determines that such consolidation is consistent with my intent, would facilitate administration of the trusts, and would be in the best interest of all beneficiaries and not materially impair their respective interests.

(f) Power to Deal With Related Parties. The Trustee shall have the power to enter into sales, loans and other transactions with related parties, including any trustee in his individual capacity, beneficiaries of the trust and fiduciaries of other trusts benefiting such beneficiaries, but any such transactions must be at fair market value and otherwise on the same terms and at the same prices at which such transactions would be conducted if the parties were unrelated.

(g) Limitation on Trustee's Power to Discharge Trustee's Obligations. In no event shall the Trustee have the authority to exercise any power given to the Trustee for the purpose of discharging any obligation which the Trustee might have, including obligations of support.

16. Miscellaneous.

(a) Adopted Persons Included. For all purposes under this instrument, persons who are adopted prior to attaining twenty-two (22) years of age shall be deemed to be persons who are natural-born descendants of the persons adopting them.

(b) "Per Stirpes" Distributions. Whenever property is to be distributed "per stirpes" to the then living issue of an individual, said property shall be divided into as many equal shares as there are children of that individual then living and children of that individual then deceased with issue then living, and each share for the then living issue of each deceased child shall be redivided in the same manner into shares for that deceased child's then living issue.

(c) Supplemental Information: Exercise of Limited Powers of Appointment. Whenever a person is given a power of appointment that may not be exercised in favor of the person, the person's creditors, the person's estate, or the creditors of the person's estate, such power shall not be exercisable for the purpose of discharging any

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legal obligation of said person (including obligations of support), and the Trustee shall not be authorized to deliver any portion of the trust to an appointee unless the appointee (or the appointee's guardian in the case of a minor) signs and delivers to the Trustee a receipt confirming that the property so received will not be used to provide for the support of the appointee (if said person is obligated to support the appointee) or otherwise to discharge any legal obligation which such person has to such appointee.

17. Waiver of Requirement of Inventory and Accountings. I hereby expressly excuse my Executor from filing any inventory, interim accountings, and final accounting which might otherwise be required pursuant to applicable law, unless such reports are specifically requested by any beneficiary of my residuary estate.

IN WITNESS WHEREOF, I have hereunto set my hand on this 29 day of March, 1996, to this my Last Will and Testament, and have subscribed each of the foregoing eleven (11) pages at the bottom thereof for the purpose of identification.

Kenneth Ray Harrington Sr.
KENNETH RAY HARRINGTON, SR.

Signed, signified and declared by the said KENNETH RAY HARRINGTON, SR., being of sound mind and disposing memory, as and for his Last Will and Testament, in the presence and sight of us, present at the same time, who, at his request, in his presence and sight, and in the presence and sight of each other, have subscribed our names as attesting witnesses on the day and year last above written.

WITNESSES:

Michael D. Gentry ADDRESS: Franklin, Tn.

Christine Berkley ADDRESS: Nashville, Tn

Copy

A F F I D A V I T

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Michael Sontag and Christine Berkley, being severally duly sworn, depose and say that:

We are acquainted with KENNETH RAY HARRINGTON, SR., who executed this annexed Last Will and Testament, consisting of twelve (12) typewritten pages, dated March 29, 1996, on that date at Nashville, Tennessee, by subscribing his name at the end thereof in the presence and sight of each of us.

At the time of subscribing said Will, KENNETH RAY HARRINGTON, SR. declared the instrument so subscribed by him to be his Last Will and Testament, and we thereupon signed our names as witnesses at the end of said instrument at his request and in his presence and sight, and in the presence and sight of each other.

At the time of executing said Last Will and Testament, KENNETH RAY HARRINGTON, SR. was over the age of eighteen years and in our opinion was of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Last Will and Testament.

This affidavit is made at the request of said KENNETH RAY HARRINGTON, SR.

The annexed Last Will and Testament was examined by the undersigned witnesses at the time this affidavit was made.

M. J. Sontag

Christine Berkley

SWORN TO AND SUBSCRIBED before me, this 29th day of March, 1996.

Jackie Redmond
NOTARY PUBLIC

My Commission Expires:
7-26-97

Doc. #0433583 02 3/19/96 las

[redacted]