FORM No. WD-1

Bill Garrett Davidson County
Batch# 58085 DEEDQC
02/13/2018 09:31:50 AM 20 pgs
Fees: $102.00 Taxes: $0.00

20180213-0014099

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THE TRANSFER IS $-0-

Don Gaylon McElhiney

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 31TH DAY OF JANUARY, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES: May 8 2018
(AFFIX SEAL)

KATY GAMMON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

This instrument prepared by:
Midtown Title, LLC
1704 Charlotte Avenue, Suite 105
Antioch, TN 37203

THIS DOCUMENT WAS PREPARED BASED ON INFORMATION SUPPLIED BY THE PARTIES. NO INDEPENDENT TITLE EXAMINATION WAS MADE. PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATIONS WITH REGARD TO THE TITLE OF THE SUBJECT PROPERTY, THE ACCURACY OF THE INFORMATION RECEIVED OR THE VALIDITY OF ANY PLAT OR SURVEY REFERENCED

| ADDRESS NEW OWNER (S) AS FOLLOWS: | Tax Bills to: | Map and Parcel |
|---|---|---|
| Kenneth Lee Dickens | Kenneth Lee Dickens | 072 11 0 101.00<br>072 11 0 102.00<br>072 11 0 103.00 |
| (NAME)<br>2427 Branch Street | (NAME)<br>1073 Bates Road | |
| (STREET ADDRESS)<br>Nashville, TN 37216 | (STREET ADDRESS)<br>Lebanon, TN 37087 | |
| (CITY) (STATE) (P.O. ZIP) | (CITY) (STATE) (P.O. ZIP) | |

## QUITCLAIM DEED

For consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, **Don Gaylon McElhiney, as sole heir at law and successor Trustee of the Floyd V. McElhiney and Annie R. McElhiney Joint Revocable Trust, u/a/d July 28, 1994,** hereinafter called the Grantor, has bargained and sold and by these presents do transfer, quitclaim and convey **unto Kenneth Lee Dickens and Sandra Lynn Dickens, husband and wife,** hereinafter called the Grantee, Grantee's representatives, successors and assigns, all of Grantors' right, title and interest in and to a certain real property lying and being situated in Davidson County, State of Tennessee, to-wit:

Land in Davidson County, Tennessee, being the southerly 35 feet of lot No. 9, all of lots Nos. 10 and 11 and the northerly 35 feet of lot No. 12 in the subdivision of J.R. Henderson in the 11th, formerly 18th, Civil District of Davidson County, Tennessee, described according to a survey made by Beene Denton, Surveyor, March 3, 1946, as follows:

Beginning on the westerly margin of Branch, formerly McKinney, Avenue at the northeast corner of the property conveyed to Newt M. Mayberry and wife by deed from Milton Bracey and wife, of record in Book 1471, Page 261, Register's Office for said County; thence with said Avenue northwardly 192 feet to the southeast corner of the property conveyed to Floyd V. McElhiney and wife, by deed from Milton Bracey and wife, of record in Book 1553, Page 125, said Register's Office; thence with McElhiney's southerly line westwardly 213.6 feed; thence southwardly 192 feet to Mayberry's northwest corner; thence with his northerly line eastwardly 213.6 feet to the beginning.

Being the same property conveyed to Floyd V. McElhiney and wife, Roberta McElhiney, by deed from Sam Garfinkle and wife, Eva R. Garfinkle, of record in Book 1585, Page 230, Register's Office for Davidson County, Tennessee.

The said Floyd V. McElhiney having since died on September 7, 2012.

Roberta McElhiney is one and the same person as Annie R. McElhiney. The said Annie R. McElhiney having since died on November 9, 2017.

This instrument is executed pursuant to the Affidavits of Heirship attached hereto as Exhibit "A".

This is improved property known as 2427 Branch Street, Nashville, Tennessee 37216.

KATY GAMMON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Witness my hand this 31TH day of JANUARY, 2018.

Don Gaylon McElhiney

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 Don Gaylon McElhiney, successor Trustee of the The Floyd V. McElhiney and Annie R. McElhiney Joint Revocable Living Trust Agreement, u/a/d July 28, 1994, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 31TH day of JANUARY, 2018.

Notary Public

My Commission expires:
May 8, 2018

EXHIBIT A

AFFIDAVIT OF HEIRSHIP
RELATIVE TO
ANNIE R. MCELHINEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Comes now the undersigned, being duly sworn, this 31TH day of JANUARY 2018, and makes oath that the following statements are true and accurate to the best of their knowledge:

1. That the undersigned was a fellow church member of Annie R. McElhiney.

2. That the undersigned had known Annie R. McElhiney for over 35 years.

3. That the undersigned has no financial interest in the property commonly known as 2427 Branch Street, Nashville, Tennessee 37216.

4. That Annie R. McElhiney died testate on November 9, 2017, her Last Will and Testament is attached hereto.

5. That Annie R. McElhiney had been married to Floyd V. McElhiney.

6. That Don Gaylon McElhiney is the only child and sole heir of Annie R. McElhiney and Floyd V. McElhiney.

7. That Floyd V. McElhiney died on September 7, 2012.

8. That the undersigned is at least 18 years of age and of sound mind and disposition.

9. That the undersigned acknowledges that Midtown Title, LLC and their title insurance underwriter are relying on the statements made herein to establish the heirs of Annie R. McElhiney, so as to enable Midtown Title, LLC and their title insurance underwriter to issue title insurance policies free and clear of any title matters relative to the sale of the subject property.

10. That the undersigned agrees to indemnify and hold harmless Midtown Title, LLC, and their title insurance underwriter for liability which either or all of them August incur as a result of issuing policies of title insurance on property located at 2427 Branch Street, Nashville, Tennessee 37216.

In Witness Whereof and in testimony hereto I have signed my name:

William M. Omohundro

KATY GAMMON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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 William M. Omohundro, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal this 31TH day of JANUARY, 2018.

Notary Public

My commission expires: May 8, 2018

Prepared By:
Midtown Title, LLC
1704 Charlotte Avenue, Suite 105
Nashville, TN 37203

AFFIDAVIT OF HEIRSHIP
RELATIVE TO
ANNIE R. MCELHINEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Comes now the undersigned, being duly sworn, this 31TH day of JANUARY 2018, and makes oath that the following statements are true and accurate to the best of their knowledge:

1. That the undersigned was a fellow church member of Annie R. McElhiney.

2. That the undersigned had known Annie R. McElhiney for over 20 years.

3. That the undersigned has no financial interest in the property commonly known as 2427 Branch Street, Nashville, Tennessee 37216.

4. That Annie R. McElhiney died testate on November 9, 2017, her Last Will and Testament is attached hereto.

5. That Annie R. McElhiney had been married to Floyd V. McElhiney.

6. That Don Gaylon McElhiney is the only child and sole heir of Annie R. McElhiney and Floyd V. McElhiney.

7. That Floyd V. McElhiney died on September 7, 2012.

8. That the undersigned is at least 18 years of age and of sound mind and disposition.

9. That the undersigned acknowledges that Midtown Title, LLC and their title insurance underwriter are relying on the statements made herein to establish the heirs of Annie R. McElhiney, so as to enable Midtown Title, LLC and their title insurance underwriter to issue title insurance policies free and clear of any title matters relative to the sale of the subject property.

10. That the undersigned agrees to indemnify and hold harmless Midtown Title, LLC, and their title insurance underwriter for liability which either or all of them August incur as a result of issuing policies of title insurance on property located at 2427 Branch Street, Nashville, Tennessee 37216.

In Witness Whereof and in testimony hereto I have signed my name:

Melinda Wilkes

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 Melinda Wilkes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal this 31TH day of JANUARY, 2018.

Notary Public

My commission expires: May 8, 2018

KATY GAMMON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Prepared By:
Midtown Title, LLC
1704 Charlotte Avenue, Suite 105
Nashville, TN 37203

LAST WILL AND TESTAMENT OF
ANNIE R. MCELHINEY

I, Annie R. McElhiney, a citizen and resident of Nashville, Davidson County, Tennessee, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all other Wills or Codicils by me at any time made.

FIRST: I nominate and appoint my husband, Floyd V. McElhiney, to serve as Executor without bond. In the event that he is unable or unwilling to serve for any reason, then I appoint my son, Don Gaylon McElhiney, to serve as Executor in his place without bond. In the event he is unable or unwilling to serve for any reason, then in that event I appoint my sister, Nell Crook, to serve as Executor in his place without bond.

SECOND: I direct that all of my just debts, funeral expenses, costs of administration, and taxes, if any, be paid as soon as practicable after my death.

THIRD: All of the rest, residue and remainder of my estate, of whatsoever kind or nature, or wherever located, I give, devise, and bequeath to my acting Trustee under that certain Trust Agreement dated

JUL 28 1994, (which Agreement may be amended from time to time prior to my death). Said devise and bequest shall be added to the principal of the aforesaid Trust Agreement, to be held and distributed as though an original part thereof.

FOURTH: The term "Testator" used herein includes the definition of the term "Testatrix", and the term "Executor" includes the definition of the term "Executrix".

IN WITNESS WHEREOF, I have hereunto set forth my hand on

JUL 28 1994, and do publish and declare this to be my Last Will and Testament, in the presence of each and all of the subscribing witnesses who I have requested to act as such by signing the Attestation Clause and Affidavit below pursuant to the provisions of Tennessee Code Annotated 32-2-110.

Floyd V. McElhiney

FLOYD V. MCELHINEY

Signed and published in our presence, and we have subscribed our names hereto in the presence of the Testator, and in the presence of each other on JUL 28 1994.

Marsi M. Setzer

WITNESS

Melody Harmon

WITNESS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, the undersigned, after first being duly sworn or affirming, make oath or affirm that the foregoing Last Will and Testament was signed by Floyd V. McElhiney, the Testator herein, and at that time acknowledged, published and declared by the Testator to be the Testator's Last Will and Testament, and in the sight and presence of us, the undersigned, and who at the Testator's request and in the Testator's presence and in the sight and presence of each other, have subscribed our names as attesting witnesses on JUL 28 1994, and we further make oath or affirm that the Testator appeared to be of sound mind and disposing memory, and we believe the Testator to be so, and did not appear under any undue influence of any person, and was more than 18 years of age; and that each of the attesting witnesses is more than 18 years of age.

Marsi L. Setzer
WITNESS

Melody Harmon
WITNESS

Sworn to and subscribed before me JUL 28 1994.

Jon L. Setzer
Notary Public

My Commission Expires: Nov. 26, 1994

This Document Prepared By:
Jon L. Setzer
Attorney-At-Law
Suite 505, Cavalier Bldg.
95 White Bridge Road
Nashville TN 37205

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Subscribed, sworn to and acknowledged before me by Floyd V. McElhiney, the Declarant, and subscribed and sworn to before me by MARION I. SETZER and MELODY HARMON, witnesses, on JUL 28 1994.

Notary Public

My Commission Expires: Nov. 26, 1994

This Document Prepared By:
Jon L. Setzer
Attorney-At-Law
Suite 505, Cavalier Building
95 White Bridge Road
Nashville TN 37205

THE FLOYD V. MCELHINEY AND ANNIE R. MCELHINEY
JOINT REVOCABLE LIVING TRUST AGREEMENT

THIS AGREEMENT is made this JUL 28 1994 between Floyd V. McElhiney and Annie R. McElhiney, husband and wife, of Nashville, Tennessee, as equal Settlors, and Floyd V. McElhiney and Annie R. McElhiney as Trustee.

The Settlors hereby transfer to the Trustee the property listed on the attached Schedule A. Further, the Settlors hereby transfer all their interest in all tangible personal property, now owned or hereafter acquired, to the Trustee and Successor Trustees of this Trust. The property and all investments and reinvestments thereof and additions thereto are herein collectively referred to as the "Trust Estate" and shall be held in accordance with the following provisions:

## ARTICLE I

A. During the Settlors' joint lifetime, the Trustee shall distribute to the Settlors for their sole benefit so much of the income and principal of the Trust Estate at such time or times and in such amounts and manner as the Trustee in his or her sole discretion shall determine. Upon the death of the first Settlor, the Trustee shall distribute to the surviving Settlor for his or her sole benefit so much of the income and principal of the Trust Estate at such time or times and in such amounts and manner as the Trustee in his or her sole discretion shall determine for the remainder of the surviving Settlor's lifetime.

B. If at any time a Settlor is unable to manage his or her affairs, the Trustee may use such sums from the income and principal of the Trust Estate as the Trustee deems necessary or advisable for the care, support and comfort of the Settlor.

C. For purposes of this agreement, the Settlor shall be considered to be unable to manage the Settlor's affairs if the Settlor is under a legal disability, or by reason of illness or mental or physical disability is

unable to give prompt and intelligent consideration to financial matters, and the determination as to Settlor's inability at any time shall be made by the Settlor's then attending physician, and the Trustee or any Successor Trustee may rely upon written notice of that determination.

D. It is the Settlors' intention that they continue to reside in their home as long as feasibly possible. To this end, Settlors direct the Successor Trustee to ensure that neither is placed in a nursing home or other life care facility unless the Successor Trustee, in his or her sole and absolute discretion, determines that it is in the best interest of a Settlor to be placed in such nursing home or other life care facility. In giving the Successor Trustee sole and absolute discretion in this matter, the Settlors nevertheless direct the Successor Trustee to seek the advice of the Settlors physician and receive a statement in writing from said physician that placement in a nursing home or other life care facility is necessary. Further, the Settlor authorizes the Successor Trustee to invade the principal of the Trust Estate in order to pay for the services of a companion to reside in the home with the Settlor to insure that transfer to a nursing home or other life care facility is delayed as long as possible.

## ARTICLE II

A. Upon the death of each Settlor, the Trustee, or Successor Trustee, as the case may be, shall pay from the residue of the Trust Estate each Settlor's funeral expenses, claims allowable against each Settlor's estate, costs of administration, and estate and inheritance taxes, if any, assessed by reason of each Settlor's death. The Trustee may make payment directly or to each Settlor's Personal Representative, as the Trustee deems advisable.

B. Assets or funds otherwise excludable in computing Federal estate taxes shall not be used to make the foregoing payments. The Trustee's selection of assets to be sold for any purpose shall not be subject to question by any beneficiary.

## ARTICLE III

A. The Settlors reserve the following powers to be exercised jointly and/or individually while both are alive, and individually thereafter upon the first Settlor's death:

1. To withdraw property from this trust in any amount and at any time;
2. To change beneficiaries, their respective shares and the plan of distribution;
3. To amend this agreement in any other respect;
4. To revoke this Trust Agreement in its entirety by an instrument in writing delivered to the Trustee.

B. The signature of either Trustee shall be sufficient to deposit funds, make withdrawals, execute any bill of sale, certificates of ownership, deeds, or any other documents or instruments which are required to be executed in order to carry out the intent and purpose of the trust.

## ARTICLE IV

A. After the death of both Settlors, the Trust Estate shall be distributed in accordance with the following provisions:

1. The Settlors' real property known as 2427 Branch Street, Nashville, Davidson County, Tennessee 37216, will be distributed outright to Kenneth Lee Dickens, brother of the Settlor Annie R. McElhiney. (Kenneth Lee Dickens currently resides at 4404 Juneau Drive, Hermitage, Tennessee 37076.

2. The Settlors' Certificate of Deposit #10-0472217 at the Inglewood Branch of Union Planters Bank, Nashville, Davidson County, Tennessee, will also be distributed outright to Kenneth Lee Dickens.

3. In the event Kenneth Lee Dickens predeceases the Settlors, or dies during administration of the Trust Estate, then in that event his portion of the Trust Estate will be distributed outright to the Settlors' son, Don Gaylon McElhiney, currently residing at 657 Lemont Drive, Nashville, Tennessee 37216.

4. All the rest, residue and remainder of the Trust Estate will be distributed outright to the Settlors' son, Don Gaylon McElhiney.

B. In the event the Settlors' above-named child, Don Gaylon McElhiney should predecease the Settlors, or die during the period of administration of the trust, then his portion of the Trust Estate shall be distributed outright to Kenneth Lee Dickens.

## ARTICLE V

The following provisions shall apply to the Trust Estate and to each trust under this agreement:

A. If income or discretionary amounts of principal become payable to a person who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee, unable properly to manage his or her affairs, then such income or principal shall be paid or expended in such of the following ways as the Trustee deems best:

1. To the beneficiary directly;
2. To the legally appointed guardian or conservator of the beneficiary;
3. By the Trustee directly for the benefit of the beneficiary;
4. To an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

B. The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be alienated or encumbered.

C. Income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the Trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest.

D. For convenience of administration or investment, the Trustee may hold the several trusts as a common fund, dividing the income proportionately among them, adding undivided interests to the several trusts, and making joint investments of the funds belonging to them. The Trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries.

E. The Trustee shall hold, manage, care for and protect the trust property, and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

1. To retain any property originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

2. To invest and reinvest the trust property in bonds, stocks, U.S. Government securities, insured certificates of deposit, limited partnerships, all forms of managed accounts, mortgages, notes, mutual funds, or other property of any kind, real or personal, regardless of its suitability as an investment for trust funds. The Trustee is also specifically empowered to maintain margin accounts. Any Successor Trustee serving hereunder shall have all of the above powers.

3. To cause any property, real or personal, belonging to the trust, to be held or registered in the Trustee's name or in the name of a nominee;

4. To vote in person, or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, and to exercise or sell any subscription or conversion rights, and to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations, and in connection therewith to deposit securities and accept and hold other property received therefore;

5. To lease trust property for any period of time, even though commencing in the future or extending beyond the term of the trust;

6. To borrow money from any lender, including a Trustee hereinunder individually, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;

7. To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with all trust property (specifically including real property) and any reinvestments thereof from

time to time for such price and upon such terms as the Trustee sees fit;

8. To employ agents, attorneys and proxies, and to delegate to them such powers as the Trustee considers desirable;

9. To compromise, contest, prosecute or abandon claims in favor of or against the Trust;

10. To distribute income or principal, in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, to value the trust property and to sell any part or all thereof in order to make allocation or distribution; and no action taken by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary;

11. To deal with, purchase assets from, or make loans to, the Trustee of any trust made by the Settlors or any member of the Settlors' family or a trust or estate in which any beneficiary under this agreement has an interest (even though a Trustee hereunder is also a fiduciary of said trust or estate) and to retain any property so purchased;

12. To perform other acts necessary or appropriate for the proper administration of the Trust, execute and deliver necessary instruments, and give full receipts and discharges.

13. To perform, in addition to any and all powers granted herein, all those fiduciary powers set forth in Tennessee Code Annotated 35-50-110, said provisions being incorporated herein by reference.

F. Unless a Settlor is also acting as a Trustee, the Trustee shall render an account of its receipts and disbursements at least annually to each adult income beneficiary. The Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust, and shall receive reasonable compensation for his or her services not to exceed a dollar figure representing one precent (1%) of the Trust Estate. If the Trustee is a bank or trust company, it shall be compensated in accordance with its schedule of fees in effect at the time trust services are rendered.

## ARTICLE VI

A. After the death, resignation, or inability of a Trustee to manage his or her affairs (as defined in Article I) the remaining Trustee shall be the sole Successor Trustee.

B. After the resignation, death, or inability to manage affairs of both Trustees, the Settlors' son, Don Gaylon McElhiney, is hereby appointed Successor Trustee.

C. In the event he is unable or unwilling to serve for any reason, Annie R. McElhiney's sister, Nell Crook, is hereby appointed Successor Trustee to serve in his place.

D. All Successor Trustees shall have all the powers given the original Trustees. Any Successor Trustee shall not be liable for any act or omission of any predecessor, and any Successor Trustee may accept property received without a prior accounting, and without incurring any liability for doing so.

E. The term "Trustee" refers to the multiple, single, and Successor Trustees who at any time may be appointed and are acting in a fiduciary capacity under the terms of this Agreement.

F. Any fiduciary appointed under this Trust Agreement is excused from having to post bond in any jurisdiction for any reason.

## ARTICLE VII

Throughout this Trust Agreement, any pronouns used in connection herewith shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires.

## ARTICLE VIII

A. Banks, savings and loans, stock brokerage firms, and stock transfer agents, as well as all other third persons, are authorized to rely on the provisions of this Trust instrument and are exonerated from any loss, claim or liability in relying on said instrument and its provisions.

Parties dealing with the Trustees and Successor Trustees named hereunder are not required to investigate or determine their authority, or the validity, or the advisability of the transactions, or to see to the proper exercise of powers, or to follow the disposition of monies and/or property delivered to the Trustees hereunder, including any Successor Trustees hereunder.

B. The Trustee or Trustees shall have the power and authority to designate the authorized signature or signatures on accounts with banks and savings and loan institutions whether such signatories be a Trustee or not, and all institutions relying on such authorized signatures are exonerated from any loss, claim or liability. Accordingly, one of two or more Trustees, as well as non-trustee parties, may be authorized signatories. The action of one Trustee shall be binding on all of the Trustees.

## ARTICLE IX

This Agreement shall be construed and regulated in all respects by the laws of the State of Tennessee.

IN WITNESS WHEREOF, we have signed this Trust Agreement at Nashville, Davidson County, Tennessee, on JUL 28 1994

Floyd V. McElhiney
FLOYD V. MCELHINEY

Annie R. McElhiney
ANNIE R. MCELHINEY

Signed and published in our presence, and we have subscribed our names hereto in the presence of the Settlors, and in the presence of each other on JUL 28 1994.

Marion M. Setzer
Witness

Witness

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, the undersigned, after first being duly sworn or affirming, make oath or affirm that the foregoing Trust Agreement was signed by Floyd V. McElhiney and Annie R. McElhiney, and at that time acknowledged, published and declared by them to be their Joint Trust Agreement, and in the sight and presence of us, the undersigned, and who at their request and in their presence and in the sight and presence of each other, have subscribed our names as Attesting Witnesses on JUL 28 1994, and we further make oath or affirm that the Settlors both appear to be of sound mind and disposing memory, and we believe them to be so, and that they did not appear to be under any undue influence of any person, and that both were more than 18 years of age, and that each of the attesting witnesses is more than 18 years of age.

Marion M. Setzer
Witness

Witness

Sworn to and subscribed before me this on [redacted] 98 [redacted]

Notary Public

My Commission Expires: Nov. 26, 1994

This Document Prepared By:
Jon L Setzer
Attorney-At-Law
Suite 505, Cavalier Building
95 White Bridge Road
Nashville, Tennessee 37205