Karen Y Johnson Davidson County
Batch# 153207 DEEDQC
10/22/2018 02:34:02 PM 14 pgs
Fees: $72.00 Taxes: $0.00
20181022-0104588

This instrument prepared by:
David E. Cypress
Attorney At Law
P.O. Box #58007
Nashville, Tennessee 37205

From: David E. Cypress, Trustee

To: The Gold Cypress Living Trust

Address of New Owner:
The Gold Cypress Living Trust
PO Box #50160
Eugene, Oregon 97405

Send Tax Bills To:
David E. Cypress, Trustee
4544 Harding Rd. Suite 209
Nashville, Tennessee 37205

Map and Parcel Number: 118-01-0-091.00

STATE OF OREGON)
COUNTY OF LANE)

The actual consideration or value, whichever is greater, for this transfer is $-1.00-.

David E. Cypress, Trustee
Affiant, David E. Cypress, Trustee

FARON D. MERRIWEATHER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Subscribed and sworn to before me this 17th day of October, 2018.

My commission expires: 01/08/2019

My Commission Expires 01/08/2019

QUITCLAIM DEED

FOR AND IN CONSIDERATION of One dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, **David E. Cypress, Trustee**, of Nashville, Davidson County, Tennessee, herein referred to as Grantor, by these presents do hereby quitclaim and convey unto **The Gold Cypress Living Trust** of Eugene, Lane County, Oregon, herein referred to as the Grantees, successors and assigns, a Quitclaim Interest in the following described tract of land.

The Grantor, David E. Cypress, Trustee

Asserts, recites and declares that:

1. The Grantor asserts that he is Trustee for his brothers, Marvin C. Cypress and Laurence L. Cypress in the above referenced property. They own this property in equal shares. (Copy of Trust Agreement attached)

2. This instrument is intended to convey to the Grantee, The Gold Cypress Living Trust, all of Marvin C. Cypress's 33.33% interest in that certain real property in Nashville, Davidson County, Tennessee.

Described as being:

BEING a parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 106 on the plan of Victoria Place, as of record in Book 332, Page 10, Register's Office for Davidson County, Tennessee, described as follows:

Said lot No. 106 fronts 69.9 feet on the southerly side of Kirkwood, formerly Augusta Avenue, and extends back 127.2 feet on the westerly line and 127.7 feet on the easterly line to an alley.

Being the same property conveyed to Mary Martha Bradley Greer (deceased) by deed of record in Book 8162 , Page 791, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to David E. Cypress, Trustee by deed of record in Book 9673, Page 35, Register's Office for Davidson County, Tennessee dated May 16, 1995.

Subject to the following:

Easement conveyed to the city of Nashville for construction of storm sewer of record in Book 3505, page 354, Register's Office for Davidson County, Tennessee.

Easement conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee for construction of storm sewer in Book 3577, Page 86, Register's Office for Davidson County, Tennessee.

3. This is improved property, known as 1207 Kirkwood Avenue, Nashville, Tennessee. 37204.

4. Said property is conveyed subject to the limitations, restrictions, and encumbrances of record in the Register's Office for Davidson County, Tennessee, and those visible on the property.

Witness my hand this 17th. day of October, 2018.

David E. Cypress, Trustee

FAHON D. MERRIWEATHER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires 01/08/2019

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Fahon D. Merriweather, a Notary Public in and for said County and State, the within named David E. Cypress, Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Davidson County, Tennessee, this 17th day of October, 2018.

~~Notary~~ Public

My commission expires: 01/08/2019

TRUST AGREEMENT

THIS AGREEMENT, entered into as of the 26thday of April, 1995, by and between Marvin C. Cypress and Laurence L. Cypress (the "Beneficiary"), and David E. Cypress, Trustee (the "Trustee");

The Beneficiary and the Trustee agree as follows:

1. Trustee's Acquisition of Property. On or about , the Trustee will acquire certain real property located in Davidson County, Tennessee, together with fee ownership of the improvements thereon, which land is more particularly described in Exhibit A hereto, together with certain other types of property located upon or used in connection with the said tract of land (such other property being collectively herein called the "Property") and will enter into certain financing arrangements in connection with such acquisition.

2. Interest in the Trust. The Trustee will hold said Property and any other property, real and personal, transferred or caused to be transferred to Trustee by Beneficiary, in trust for the benefit of the Beneficiary and any successors or assigns of the Beneficiary upon the terms and conditions set out herein.

3. Interest of the Beneficiary. The Beneficiary of this Trust shall be entitled to possession of the Property and all the earnings, avails, profits, losses, income, expenses and proceeds of the Property. The entire income of the Trust shall be distributed at least annually to the Beneficiary. The interest of the Beneficiary in the Property shall be deemed to be personal property and shall pass and may be assigned or otherwise transferred as such. The Beneficiary shall not have any legal or equitable right, title, or interest, as realty, in or to any real estate or other property which constitutes all or any part of the Property or the right to compel partition. The Beneficiary shall have only the rights, as personalty, hereinabove set forth, and all of the provisions hereof shall bind Beneficiary's respective successors or assigns. The Beneficiary shall not transfer to the Trustee nor

shall the Trustee accept any other property other than that originally transferred to the Trust.

4. Powers and Duties of the Trustee. The Trustee shall perform the following duties:

(a) The Trustee shall have the power, acting alone and without the necessity of joinder of the Beneficiary, to execute all instruments and documents necessary to acquire, protect and conserve the Property and to secure any and all financing or refinancing of the Property that may be necessary or beneficial for the Beneficiary's ownership and economic enjoyment of the Property, and instruments required by any person related to the financing or refinancing of the Property. Further, Trustee, upon authorization of the Beneficiary, shall have full power and authority to transfer, lease, contract to sell, and sell, the Property or any part thereof from time to time, upon such conditions as the Beneficiary shall direct.

(b) If the Property or any part thereof remains in this Trust at the expiration of fifty (50) years from the date hereof the Trustee shall promptly sell it at public sale after reasonable public advertisement and reasonable notice thereof to the Beneficiary, and after deducting his reasonable fees and expenses, Trustee shall distribute the proceeds of sale to the Beneficiary.

(c) Notwithstanding anything in the contrary contained herein, the Trust created hereunder shall not continue beyond twenty-one (21) years after the death of the last to die of the persons presently comprising the Beneficiary and their lineal descendants who are living as of the date hereof; and upon the expiration of such period, the Trust shall terminate and the Property shall be sold and the proceeds distributed to the Beneficiary.

5. Purposes of Trust. The objects and purposes of the trust hereby created shall be to hold the Beneficiary's interest in the Property and to protect and conserve it until its sale or other

disposition or liquidation. Trustee shall not manage or operate the Property, transact business, or undertake any other activity not strictly necessary to the attainment of the foregoing objects and purposes; nor shall this Trust Agreement be deemed to be, or create or evidence the existence of, a corporation, a Massachusetts Business Trust, any other type of business trust, an association in the nature of a corporation, or a co-partnership or joint venture by and between Trustee and the Beneficiary.

6. Powers of Beneficiary. The Beneficiary shall, in its own right, have full and exclusive control over the management and operation of the Property and control the selling, renting or other handling of the Property. Trustee shall have no duty respecting the payment of any expenses of the Property including taxes, insurance premiums, or other costs or charges against or concerning the Property.

7. Authority of Trustee as to Third Parties.

(a) No party dealing with Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, transferred, contracted to be sold, leased, assigned, pledged, hypothecated, encumbered or mortgaged by Trustee, shall be obligated (1) to see to the application of any purchase money, rent, or money borrowed or otherwise advanced on the Property, (2) to see that the terms of this Trust Agreement have been complied with, or (3) to inquire into the authority, necessity, or expediency of any act of Trustee. Likewise, no such party shall be privileged to inquire into any of the terms of this Trust Agreement.

(b) Every deed, mortgage, lease, pledge, assignment or other instrument executed by Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title, or interest thereunder (1) that at the time of delivery thereof the Trust created hereunder was in full force and effect, (2) that such instrument was

executed in accordance with the terms and conditions of this Agreement and all amendments hereof, if any, and is binding upon the Beneficiary hereunder; (3) that the Trustee was duly authorized and empowered to execute and deliver every such instrument; and (4) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties, and obligations of its, his or their predecessor in trust.

(c) Subject to the provisions of paragraph 4(a), Trustee in executing all deeds, mortgages, deeds of trust, leases, pledges, assignments or other instruments shall have full right, authority and power to execute and deliver the same without the necessary joinder of any Beneficiary.

8. Recording of Agreement. This Agreement shall not be recorded in the city or county in which the Property is situated, or elsewhere, but if it is so recorded such recording shall not be considered as notice of the rights of any person hereunder derogatory to the title or powers of Trustee.

9. Tax Returns. Trustee shall not be obligated to file any income tax returns with respect to this Trust, but the Beneficiary shall file all such returns and pay all taxes on the earnings and avails of the Property or growing out of its interest therein and hereunder.

10. Personal Obligations of Trustee. Trustee shall not be required, in dealing with the Property or in otherwise acting hereunder, (a) to enter into any individual contract or other individual obligation whatsoever, or (b) to make himself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges, or other sums of money whatsoever arising from his ownership as Trustee hereunder, of the legal title to the Property, or with respect to any act done, contract entered into, or indebtedness incurred by him in dealing with the Property as Trustee, and any

executed in accordance with the terms and conditions of this Agreement and all amendments hereof, if any, and is binding upon the Beneficiary hereunder; (3) that the Trustee was duly authorized and empowered to execute and deliver every such instrument; and (4) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties, and obligations of its, his or their predecessor in trust.

(c) Subject to the provisions of paragraph 4(a), Trustee in executing all deeds, mortgages, deeds of trust, leases, pledges, assignments or other instruments shall have full right, authority and power to execute and deliver the same without the necessary joinder of any Beneficiary.

8. Recording of Agreement. This Agreement shall not be recorded in the city or county in which the Property is situated, or elsewhere, but if it is so recorded such recording shall not be considered as notice of the rights of any person hereunder derogatory to the title or powers of Trustee.

9. Tax Returns. Trustee shall not be obligated to file any income tax returns with respect to this Trust, but the Beneficiary shall file all such returns and pay all taxes on the earnings and avails of the Property or growing out of its interest therein and hereunder.

10. Personal Obligations of Trustee. Trustee shall not be required, in dealing with the Property or in otherwise acting hereunder, (a) to enter into any individual contract or other individual obligation whatsoever, or (b) to make himself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges, or other sums of money whatsoever arising from his ownership as Trustee hereunder, of the legal title to the Property, or with respect to any act done, contract entered into, or indebtedness incurred by him in dealing with the Property as Trustee, and any

Trust funds in the actual possession of Trustee shall be applicable to the payment and discharge thereof.

11. Compensation of Trustee. Trustee agrees to serve pursuant to the terms of this Trust Agreement without compensation for his services, but Trustee shall be entitled to reimbursement for all expenses incurred in the performance of his duties hereunder.

12. Liability of Trustee.

(a) If Trustee shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to the Property or otherwise in connection with this Trust, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the Beneficiary agrees that it will on demand pay to Trustee, with interest thereon at the highest rate then permitted by law, all such payments made or liabilities incurred by Trustee, together with his expenses, including reasonable attorneys' fees, and that it will indemnify and hold Trustee harmless from any and all payments made or liabilities, losses, expenses, claims, obligations or responsibilities incurred by him for actions taken in good faith by him under the authority hereof and for claims of third parties for injuries to persons or property sustained upon or in connection with the Property, and all such amounts so paid by Trustee shall constitute a lien on the property being held by the Trustee, provided, however, that such lien shall be and is hereby made subordinate to any lien created by a mortgage or deed of trust encumbering the Property for the purpose of securing loans to the Beneficiary. Trustee shall not be required to convey or otherwise deal with the Property so long as any money is due to him hereunder; nor shall Trustee be required to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceedings involving this Trust or any Property or interest

hereunder unless he shall be furnished with funds sufficient therefor or be indemnified to his satisfaction in respect thereto.

(b) The Beneficiary shall not have any authority to contract for or in the name of the Trustee, or to bind the Trustee personally.

13. Representations of Beneficiary. The Beneficiary and each of those persons and entities comprising the Beneficiary, individually, hereby represent, covenant and warrant to the Trustee that each has received the Contract for Sale of Real Estate between the Trustee as Buyer and Paul Perutelli as Seller dated March 30, 1998, for the acquisition of the Property, and each of its Exhibits and that they hereby approve the terms of such Contract and its Exhibits and hereby authorize its execution and the completion of the transactions contemplated by it.

14. Resignation or Death of Trustee - Appointment of Successor Trustee.

(a) Trustee may resign at any time by sending a notice of his intention to do so by registered mail to the Beneficiary hereunder at the Beneficiary's address shown below, or to such other place as it may by written notice designate. Such resignation shall become effective ten (10) days after the mailing of such notices. In the event of such resignation, a successor or successors shall be appointed by the Beneficiary, and Trustee shall thereupon convey the Property to such successor or successors in Trust. If Trustee is unable or unwilling to convey the Property as provided above, Beneficiary, as attorney in fact, for Trustee may, make such conveyance in the name of and on behalf of Trustee. In furtherance of the foregoing, Trustee appoints Beneficiary as Trustee's attorney in fact, and this power shall be deemed coupled with an interest. If no successor in Trust is so named within ten (10) days after receipt by Beneficiary of Trustee's notice of resignation, Trustee may convey his interest in the Property or whatever interest in the Property or whatever

interest he is then holding to the Beneficiary, and, upon the recording of the document(s) conveying such interest, this Trust shall terminate, and Trustee shall have no further rights or duties hereunder.

(b) A Successor Trustee (the "Successor Trustee") may be appointed any time by Beneficiary without specification of any reason therefor by Beneficiary and the appointment of any Successor Trustee shall be evidenced by an instrument in writing, appointing Successor Trustee. The Successor Trustee shall have all authority herein given to the Trustee, and the Trustee agrees to convey any and all records relating to the Property and his interest in the Property to the Successor Trustee. In the event of the death of the Trustee or Successor Trustee, or upon the refusal or inability of the Trustee or Successor Trustee to convey his interest as Trustee to Successor Trustee appointed by the Beneficiary, the Beneficiary shall, by an instrument in writing describing the Property and recorded in the Register's Office where the Property is located divest the title to the Trustee's interest in the Property, as the case may be, out of the acting Trustee and vest title in the name of the Successor Trustee.

15. Amendment. This Trust Agreement may be amended from time to time by the parties hereto, by an instrument in writing executed by the Beneficiary.

16. Termination of Trust. The Trust may be terminated any time (a) by a conveyance from the Trustee to the Beneficiary of the Property, but such conveyance will only be executed by the Trustee upon the written request of Beneficiary; (b) by the exercise of Beneficiary's right, herein retained, to terminate and revoke this Trust Agreement; and (c) upon the sale or transfer of all of the Property to a party other than a Successor Trustee and the distribution of the proceeds therefrom to the Beneficiary by the Trustee.

17. Entire Agreement. This Agreement contains the entire understanding between the parties hereto and may be amended,

revoked, or terminated (except as provided in paragraph 16, above) only by a written agreement signed by Trustee and the Beneficiary, or their designees.

18. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

19. Certification of Authenticity. Copies of this Agreement or any amendment hereof, certified by Trustee to be true and correct, shall be satisfactory evidence thereof for all purposes.

20. Binding Effect of Agreement. The terms and conditions of this Agreement shall incur to the benefit of and be binding upon the Beneficiary and upon the Trustee and any Successor Trustee hereunder, as well as upon their heirs, personal representatives, assigns and all other successors in interest of the Beneficiary. The term "Beneficiary" shall be defined to include all heirs, personal representatives, assigns and all other successors in interest of the Beneficiary.

21. Gender and Number. Whenever the masculine or neuter gender appears in this Trust, it shall be read as the masculine, feminine or neuter gender if the context so requires. Likewise, whenever the singular or plural shall appear in this Trust Agreement, the singular or the plural shall be instituted if the context so requires.

22. Captions. The captions used in this Trust Agreement are for purposes of convenience only and are not and shall not be deemed to be intended to define, limit, expand or controvene the provisions contained in the various paragraphs.

IN WITNESS WHEREOF, Trustee and beneficiaries have signed this Trust Agreement, on the day and date first written above.

TRUSTEE:

David E. Cypress

David E. Cypress
95 White Bridge Road, #304
Nashville, tennessee 37205
(615) 356-1980

BENEFICIARIES:

Marvin C. Cypress

Laurence L. Cypress

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Louise Wathen, a Notary Public in and for said County and State, the within named David E. Cypress, Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 26th day of April, 1995.

Louise Wathen
Notary Public

My commission expires: 7-27-96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Louise Wathen, a Notary Public in and for said County and State, the within named Marvin C. Cypress and Laurence L. Cypress, Beneficiaries, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 26th day of April, 1995.

Louise Wathen
Notary Public

My commission expires: 7-27-96

EXHIBIT "A"

Property located at 1500 Kirkwood Avenue, Nashville, Tennessee 37212. Also described on the Davidson County tax assessment maps as map/parcel #118-01-0 parcel 88.

Property located at 1504 Kirkwood Avenue, Nashville, Tennessee 37212. Also described on the Davidson County tax assessment map as map/parcel #117-04-280.00.

Property located at 1201 Kirkwood Avenue, Nashville, Tennessee 37212. Also described on the Davidson County tax assessment maps as map/parcel #118-01-0 parcel 93.

Property located at 1207 Kirkwood Avenue, Nashville, Tennessee 37212. Also described on the Davidson County tax assessment map as map/parcel #118-01-0 parcel 91.

Property located at 3145 Long Blvd., Nashville, Tennessee 37203. Also described on the Davidson County tax assessment maps as map/parcel #104-2-0 parcel 134.

Property located at 1912 Kimbark Drive, Nashville, Tennessee 37215. Also described on the Davidson County tax assessment maps as map/parcel #131-02-0 parcel 77.