Prepared By:
Richard Northcutt
217 Pineway Drive
Nashville, TN 37217

Karen Johnson Davidson County
Batch# 209908 AFFIDAVITH
03/26/2019 09:32:30 AM 17 pgs
Fees: $87.00 Taxes: $0.00
20190326-0027117

AFFIDAVIT OF HEIRSHIP

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Comes now, James V. Goins, (hereinafter referred to as "Affiant") being first duly sworn, make oath as follows:

1. I am over the age of eighteen (18) and have personal knowledge of the facts stated herein.

2. I reside at:
666 Brookmont Ter #603 Nashville, TN 37205

3. I personally knew Sally Ellen Weatherford, deceased (hereinafter referred to as "Decedent"), and have personal knowledge of the family of Decedent by reason of the following (e.g., kinship-describe relationship, neighbor, business relationship, etc.):
Friends since mid 1970's.

4. Sally Ellen Weatherford (the "decedent") died 12/09/2018.

5. Decedent died testate, but the Estate was not probated (see Will attached).

6. The decedent died without a surviving spouse. The decedent was married during her lifetime and died a widow. The decedent's husband, Don Belcher, died 02/09/2003.

7. The decedent never had children born to her and/or adopted to wit.

8. The decedent died without surviving parent or parents. The decedent's father, Robert Weatherford, died 01/07/2001. The decedent's parents were divorced and her mother, Jean Weatherford Martindale, died 09/24/1997.

9. The decedent had the following brothers and sisters, both living and deceased, Melissa Weatherford Batey, (sister); Stuart Weatherford, (half brother), and Jennifer Weatherford Riney, (half sister).

10. At the time of her death, the decedent owned real property located at 255 Cana Circle, Nashville, TN. 37205, in Davidson County, Tennessee. The decedent received her interest in said real property as follows:

A certain condominium apartment in Davidson County, Tennessee, being Unit No. 255, created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed for the Cloister at St. Henry, Phase 1B, of record in Book 6237, Page 665, of the Register's Office for Davidson County, Tennessee together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed, reference is hereby made to the Plat for the Cloister at St. Henry, Phase 1B, attached as Exhibit "B" to said Master Deed for property identification.

Being the same property conveyed to Sally E. Weatherford, unmarried, by Assignment of SubLease and Conveyance of Condominium Apartment, dated September 15, 2010, from James H. Spalding, Trustee of the Clarice H. Williams Irrevocable Trust, of record in Instrument 20100917-0074069, said Register's Office.

Dated this 13th day of March, 2019.

James V. Goins

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, James V. Goins, to me known to be the person described herein with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at office, this 13th day of March, 2019.

My Commission Expires: 7-6-20

Notary Public

KAREN H. SUGGS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

COPY

Last Will and Testament

OF

SALLY ELLEN WEATHERFORD

I, **Sally Ellen Weatherford**, a resident of and domiciled in Nashville, Davidson County, Tennessee, do make, publish and declare the following to be my Last Will and Testament, hereby revoking all prior Wills and Codicils made by me.

ARTICLE I

DEFINITIONS

1.1 **Spouse.** I am unmarried at this time.

1.2 **Beneficiaries.** I have no children. I have one sister, **Melissa W. Batey**, two nieces, **Katherine Batey Whitt** and **Rachael Batey Blandford**, and one nephew, **John Locke Batey, III**; and I have included them in this Will.

1.3 **Per Stirpes.** References in this Will to "per stirpes" means the method of dividing an estate whereby an individual, or class of individuals, take the share of a deceased individual. This designation insures that the individual, or class of individuals, inherit only the share of the deceased person and do not inherit equally with other surviving beneficiaries. Division of my estate per stirpes shall be calculated from the first generation below the initial beneficiary whether or not there is anyone in that generation living at the time of the calculation.

SW
initial

1.4 **Singular and Gender Usage.** Any use of a specific gender includes the other, and any use of the singular includes the plural when such meaning is appropriate.

1.5 **Captions.** The captions contained in this Will are inserted solely as a matter of convenience, and in no way define, limit, or describe the scope of any provision of the Will or the intent thereof.

ARTICLE II

FIDUCIARIES

2.1 **Executor.** I appoint **Melissa W. Batey**, currently a resident of Murfreesboro, Rutherford County, Tennessee, to serve as Executrix (also known as personal representative) of my will. If she predeceases me, fails to qualify or ceases to serve, I appoint **Katherine Batey Whitt**, currently a resident of Murfreesboro, Rutherford County, Tennessee, to serve as Executrix. If she predeceases me, fails to qualify or ceases to serve, I appoint **Rachel Batey Blandford**, currently a resident of Murfreesboro, Rutherford, County, Tennessee.

2.2 **Custodian.** I appoint the Executor to be the Custodian of funds held pursuant to the Uniform Transfers to Minors Act under Article VII of my Will. I further appoint my Executor as Custodian of any accounts already held by me as Custodian under the Uniform Transfers to Minors Act and/or owner of any 529 Plans (including an ABLE account), if no Successor Custodian or Owner has been previously designated by me.

ARTICLE III

PROVISIONS RELATIVE TO FIDUCIARIES

3.1 **Bond.** No bond is required of any fiduciary appointed under this Will.

SW
initial

3.2 **Powers**. Any fiduciary appointed under this Will has each power, duty, and discretion which is set forth in this Will, as well as each duty, power or discretion contained in *Tenn. Code Ann.* § 35-50-110 as it exists at the time of the execution of this Will, which section is incorporated herein by reference, as well as any amendments thereafter.

3.3 **Resignation**. Each fiduciary serving under this Will may resign at any time by giving written notice of the resignation to any remaining fiduciary, and to any successor fiduciary or to the person having the power to appoint a successor fiduciary or to the court having jurisdiction to appoint a successor fiduciary.

3.4 **Appointment of Successor Fiduciary**. If there is no fiduciary serving, the beneficiaries of the residuary estate may appoint a fiduciary to serve.

3.5 **Appointment of Additional Fiduciary**. If at any time my fiduciaries desire to have additional fiduciaries (acting unanimously if more than one), such fiduciaries shall have the power to appoint such other person or financial institution as such fiduciaries may desire to serve with them as co-fiduciary, including any fiduciaries that may be necessary for ancillary administration of my estate.

That fiduciary will serve only as long as the fiduciary who appointed the co-fiduciary (or if the co-fiduciary was named by more that one fiduciary acting together, by the last to serve of the fiduciaries) serves and the fiduciary will not become a successor fiduciary upon the death, resignation, or incapacity of the fiduciary who appointed the co-fiduciary, unless specifically appointed in this Will. The fiduciary appointing a co-fiduciary may revoke the appointment at any time with or without cause.

initial

3.6 **Action by Beneficiaries.** Any action to be taken by the beneficiaries under this Article is valid if taken by the beneficiaries of the residuary estate or of the trust estate, as the case may be, who at any time represent a majority in interest in the estate or in the trust. Any beneficiary who is a minor or who is under other legal disability shall be represented by such beneficiary's parent or duly appointed guardian.

3.7 **Indemnity of Fiduciary.** It is my desire that the fiduciary exercise discretion without fear of incurring a liability or expense. Therefore, the fiduciary shall not be liable for the exercise or non exercise of its powers and discretions unless it acts in bad faith or with reckless indifference to the interests of the estate or interests of the beneficiaries of the estate; and the estate shall indemnify the fiduciary for each monetary expense (including attorney's fees) incurred, expended or arising from the exercise of such powers and discretion.

3.8 **Fiduciary Compensation.** Compensation of any corporate fiduciary shall be in accordance with such fiduciary's published schedule of fees as in effect at the time the services are rendered. Any non-corporate fiduciary may receive reasonable compensation for services rendered with court approval.

3.9 **Corporate Fiduciary.** If any corporate fiduciary designated to act, or at any time acting hereunder, is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become fiduciary in place of its corporate predecessor.

3.10 **Settlement of Accounts on Vacating Office.** If a fiduciary ceases to serve, except where an individual fiduciary dies, the fiduciary

SEW
initial

shall file with each other fiduciary, including successors, a settlement of the accounts and an inventory of the estate. The expense of the settlement and inventory shall be paid by the estate. The fiduciary ceasing to serve shall deliver the estate assets to the successor or remaining fiduciary.

3.11 **Nonresident Fiduciary.** Should the state of my domicile at the time of my death require at least one (1) fiduciary be a resident of the state of my domicile, the named fiduciary may appoint a fiduciary to meet this requirement.

3.12 **Control of Digital Assets.** I grant to my Executor any and all authority, power and access to any and all of my digital assets, including but not limited to, documents, photographs, music, videos, movies, notes, records, memoranda, electronic communications and other information, data and records of all types, kinds and formats (collectively my "digital estate") stored on any device or in any server or in the "Cloud" or elsewhere. My Executor may access, manage, deactivate, delete and take any and all actions without limitations regarding my digital estate. My Executor is also granted all authority, power and access over and to any digital and/or electronic device or equipment (collectively "the device")owned or used by me and may access any and all of my digital estate on any device. By granting my Executor this authority, power and access over my digital estate and any device, I expressly provide that my Executor: (1) has the same authority, power and access as I have; (2) has my lawful consent as an account holder or authorized user; and (3) is authorized as a user of any account, device or other repository of my digital estate.

initial

ARTICLE IV

PAYMENT OF DEBTS, EXPENSES, AND TAXES

4.1 **Debts.** My fiduciary shall pay all my lawful debts, except as provided in Paragraph 4.2. If permitted by law, my fiduciary may pay a debt without requiring the creditor to file a claim. I suggest that my fiduciary consult with the attorney for my estate before paying any debt.

4.2 **Encumbered Property.** If any interest in property passing under this Will or otherwise by reason of my death shall be encumbered by a mortgage or lien or shall be pledged to secure any obligation (whether such interest in property is owned by me individually or jointly), the devisee, legatee, joint owner, or beneficiary shall take such interest in property subject to all encumbrances existing at the time of my death and shall not be entitled to payment of such obligation from my estate. Provided, however, if the creditor files a claim against my estate so that my fiduciary must pay the debt, my fiduciary shall collect the amount my estate paid to the creditor from the recipient of the property.

4.3 **Funeral and Administration Expenses.** My fiduciary shall pay my funeral and/or other burial expenses, including the cost of a grave marker, and the expenses of administering my estate as soon as possible after my death, including any expenses of ancillary administration in another state.

4.4 **Taxes.** All estate and inheritance taxes including interest and penalties, if any, together with all administration expenses, payable in any jurisdiction by reason of my death, (including those taxes and expenses payable with respect to assets which do not pass under this Will,) shall be paid out of and charged generally against the principal of my residuary estate, without apportionment. I waive any right of

initial

reimbursement for, recovery of, or contribution toward the payment of those taxes and administration expenses, except my Executor shall, to the maximum extent be permitted by law, seek reimbursement for, recovery of, or contribution toward the payment of any increase in federal or state estate tax attributable to property in which I have a qualifying income interest for life or over which I have a power of appointment, or which is included in my gross estate by reason of Section 2036 of the Internal Revenue Code of 1986, as from time to time amended and which is not otherwise paid or payable. Except as otherwise provided in this Will, any generation-skipping tax resulting from a transfer occurring under this Will shall be charged to the property constituting the transfer in the manner provided by applicable law.

ARTICLE V

SPECIFIC BEQUESTS AND

DISTRIBUTION OF TANGIBLE PERSONAL PROPERTY

5.1 (a) I give and bequeath all my rights and interests in The Ballet Books Workbook Series, currently sold online through Amazon, to Donna Jones Carver, or her issue per stirpes.

(b) I give and bequeath certain items of my personal and household effects to those persons designated in a separate writing that may be in existence at the time of my death, which will be written entirely in my own handwriting and signed and dated by me, and which shall describe these items and the legatees with reasonable certainty. If no separate writing or list is found within thirty (30) days after my Executor's qualification, it shall be presumed that no such writing exists, and any subsequently discovered writing or list shall be ignored. In the event any person named in such separate writing shall predecease me, then the

SEW
initial

bequest made to such person shall lapse and become null and void. If any item is not found among my possessions after my death, my Executor is to consider that the item has been disposed of or destroyed prior to my death and may then disregard the gift of such item.

5.2 **Remaining Tangible Personal Property.** I give all my remaining tangible personal property that I own at my death, including any household furniture and furnishings, automobiles, books, pictures, jewelry, art objects, hobby equipment and collections, wearing apparel, and other articles of household or personal use or ornament, to my sister. If my sister predeceases me, my nieces and nephew may select the items that they desire. Any articles not selected may be given away or sold and the proceeds made part of my residuary estate, whichever is deemed appropriate by my Executor.

5.3 **Expenses.** All the cost of safeguarding, insuring, taking, and storing my tangible personal property before its distribution and of delivering each item to the place of residence of the beneficiary of that item shall be deemed to be expenses of administration of my estate.

5.4 **Disputes.** My Executor shall have the absolute discretion to resolve any disputes regarding the division of personal property.

5.5 **Excluded Property.** Any reference to tangible personal property is not to be construed as bequeathing funds, bank accounts, securities, stocks, accounts receivable, or other evidences of debt, or any other property used by me in my profession or in connection with any trade or business in which I may have an interest.

initial

ARTICLE VI

DISTRIBUTION OF RESIDUARY ESTATE

All the rest, residue and remainder of my property real and personal, and wheresoever situated, including all lapsed bequests and devises, but not including any property over which I have power of appointment, I give, bequeath and devise to my sister, **Melissa W. Batey.** If my sister predeceases me, I give, bequeath and devise my residuary estate, in substantially equal shares, to **Katherine Batey Whitt, Rachel Batey Blandford,** and **John Locke Batey, III,** or if one of the beneficiaries predecease me, to the surviving beneficiaries. If all of these beneficiaries predecease me, I give, bequeath and devise my residuary estate, in substantially equal shares, to my surviving great nieces and nephews, subject to the provisions of Article VII of this Will.

ARTICLE VII

CONTINGENT PROVISION FOR BENEFICIARIES UNDER AGE 21

In the event that one or more of the beneficiaries under this Last Will and Testament shall not have attained the age of Twenty-one (21) years prior to my death, then the bequest or share of my estate which is to be distributed to such beneficiary (or beneficiaries, as the case my be) shall be held, administered and distributed by the Custodian specified in paragraph 2.2 of Article II of this Will, pursuant to the Uniform Transfers to Minors Act in effect at the date of the Will.

Pursuant to the terms and provisions of The Tennessee Uniform to Transfers To Minors Act, the share of each beneficiary shall be used for his or her education and emergency medical needs until such beneficiary attains the age of Twenty-five (25) years, at which time such

SW
initial

beneficiary's share of my estate shall be distributed to that beneficiary free of trust or any further restraint thereon.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 **Dealing with Executor.** No person dealing with the Executor in any capacity is bound to inquire into the capacity to act on the part of the Executor or into the authority for, or propriety of, any act of the Executor or to see to the application or disposition of any money or other property paid, delivered or loaned to the Executor.

8.2 **Income During Administration.** During the administration of my estate, the Executor is authorized to make distributions of income of the estate to the same persons, and in the same proportions as might be made if the administration were completed.

8.3 **Disposition of Assets.** I authorize the Executor, without the order of any court, to sell any of my real estate or personal property not specifically given by me at public or private sale, without the joinder of any beneficiary, in the manner and on the terms and for the price as may seem best; and on each sale of real estate, the proceeds are to be treated as forming part of my estate to pay administrative costs, taxes, and any remaining amounts shall become part of my residuary estate.

8.4 **Waiver of Inventory Reports and Appraisal.** I authorize my Executor to administer and settle my estate without the necessity of filing an inventory, making any report, accounting, or final settlement with any court to the extent permitted by law. I expressly waive appraisal of my estate in the event an appraisal is required by law. The fiduciary's only responsibility for statements and accountings shall be

initial

to furnish a complete final accounting to the beneficiaries of my residuary estate if such beneficiaries are different than my fiduciary.

8.5 **Discretionary Powers.** In addition to and not in limitation of all common law, statutory authority of *Tenn. Code Ann.* § 35-50-110 as incorporated herein by reference in Paragraph 3.2 of Article III and all powers otherwise granted in this Will, the Executor is granted the following specific discretionary powers, duties and obligations:

(a) **Diversification.** To acquire and retain all kinds of property without regard to principles of diversification.

(b) **Distribution.** To make distribution in cash, or in kind, or partly in each, even if shares are composed differently and to allocate different kinds of disproportionate shares of property or undivided interests in property among the beneficiaries and to determine the value of any property distributed in kind.

8.6 **Ancillary Administration.** If I own real estate located outside the state of my domicile or if ancillary administration of my estate is needed for any other reason, I appoint my domiciliary Executor to qualify in such other jurisdiction as my Executor in such jurisdiction. If my domiciliary Executor is unable or unwilling to qualify, I appoint as my Executor in such other jurisdiction the person or persons selected by my domiciliary Executor. The ancillary administrator is not required to post bond, file inventories or make reports to any court and has the same powers as my domiciliary Executor. As quickly as the ancillary administrator completes the ancillary administration, the net assets from the ancillary administration are to be delivered to my domiciliary Executor.

SEW
initial

8.7 **Real Estate.** Any real property which I own at my death is to be part of my probate estate and treated as personalty for administrative purposes.

8.8 **Spendthrift Provision.** Prior to distribution, no interest of any beneficiary in the corpus or income of my estate, as distributed in any Article of this Will, shall be subject to assignment, alienation, pledge, attachment, or claims of creditors of such beneficiary, including the claims of any divorced spouse for alimony or support payments, and may not otherwise be voluntarily or involuntarily alienated or encumbered by any beneficiary and the same shall not be subject to be taken by beneficiary's creditors by any process whatsoever.

8.9 **Construction.** I direct that should any clause in this Will be construed contrary to state laws such clause shall be construed to conform to state law in the implementing of this my Last Will and Testament according to my expressed desires.

initial

IN WITNESS WHEREOF, I have hereunto subscribed my name to this my Last Will and Testament, consisting of this and twelve (12) preceding typewritten pages, and for the purpose of identification, have initialed each such page, all in the sight and presence of the persons witnessing it at my request on this 24th day of July, 2015, at Nashville, Tennessee. In accordance with Tennessee Code Annotated, Section 32-2-110. I have requested these witnesses to make the Affidavit which is attached to this Last Will and Testament.

Sally E. Weatherford

Sally Ellen Weatherford, Testatrix

ATTESTATION CLAUSE

On the date last above written, we saw **Sally Ellen Weatherford** in our presence, sign the foregoing instrument at its end. She then declared it to be her Last Will and Testament and requested us to act as witnesses to it. We then, in her presence and in the presence of each other, signed our names as attesting witnesses, believing her at all times herein mentioned to be of sound mind and memory and not acting under constraint of any kind.

Dian Markham Residing at 5113 Stallworth rd
Nashville TN 37220

Residing at 6014 Settlers Way
Nashville, TN 37221

initial

AFFIDAVIT OF WITNESSES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Dian Markham and Leslie P. Kern

being severally duly sworn, depose and say that:

We are acquainted with **Sally Ellen Weatherford**, who executed this annexed Last Will and Testament, consisting of thirteen (13) pages, dated July 24, 2015, at Nashville, Tennessee, by subscribing her name at the end thereof in the presence and sight of each of us.

At the time of subscribing such Last Will and Testament, **Sally Ellen Weatherford** declared the instrument so subscribed by her to be her Last Will and Testament and we thereupon signed our names as witnesses at the end of such instrument at her request and in her presence and sight, and in the presence and sight of each other.

At the time of executing such Last Will and Testament, **Sally Ellen Weatherford** was over the age of eighteen (18) 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 **Sally Ellen Weatherford.** The annexed Last Will and Testament was examined by the undersigned at the time this affidavit was made.

Dian Markham

SWORN TO AND SUBSCRIBED before me, this 24th day of July, 2015.

COLLEEN P MACKLIN NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Notary Public

My Commission Expires: 03/06/2018

initial

True Copy Certification

I, Anita Lester, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of TENNESSEE

County of DAVIDSON

Personally appeared before me, Patricia Nicholls, a notary public for this county and state, Anita Lester who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 5/5/20
Notary' Seal (if on paper)

PATRICIA NICHOLLS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.