This Instrument prepared by and upon recordation return to:
THE BLAIR LAW FIRM
Attorneys at Law
1608 Westgate Circle, Suite 100
Brentwood, Tennessee 37027
(615) 953-1122

Karen Johnson Davidson County
Batch# 656898 DEEDQC
06/15/2021 11:47:32 AM 14 pgs
Fees: $72.00 Taxes: $0.00
20210615-0080493

New Owner: David W. Lowder
1269 Hitt Lane
Goodlettsville, TN 37072

Send tax notice to: David W. Lowder
1269 Hitt Lane
Goodlettsville, TN 37072

Map and Parcel No. 025 15 0 005.00

TRUSTEE'S DEED

This instrument does not constitute a warranty of title, covenants, descriptions, or any other information contained herein. This instrument was prepared from information supplied by the parties; the preparer of this instrument makes no representations as to the status of the title of the property described herein.

WHEREAS on January 22, 2003, Alton K. Lowder and Margaret L. Lowder transferred by quitclaim deed to Alton K. Lowder and Margaret L. Lowder, Trustees of The Alton K. Lowder and/or Margaret L. Lowder Revocable Living Trust U/A dated January 22, 2003 ("Trust"), certain real property described as Parcel I on the attached Exhibit 1 of record in Instrument No. 20030124-0010290, Register's Office for Davidson County, Tennessee;

WHEREAS on September 18, 1969, H.L. Worrell transferred by warranty deed to Alton K. Lowder and wife, Margaret J. Lowder, certain real property described as Parcel II on the attached Exhibit A of record in Book 4366, Page 87, Register's Office for Davidson County, Tennessee;

WHEREAS on September 30, 2014, Alton K. Lowder died;

WHEREAS on October 7, 2019, Margaret L. Lowder died;

WHEREAS the Last Will and Testament of Margaret L. Lowder ("Will") was admitted to probate for muniment of title by Order entered April 28, 2021 ("Order"), Davidson County Probate Court Case No. 21P641, and a certified copy of said Will is of record in Instrument No. 20210511-0063320 and a certified copy of said Order is of record in Instrument No. 20210511-0063319, both in the Register's Office for Davidson County, Tennessee;

WHEREAS said Will named said Trust as the residuary beneficiary and provided for the establishment of three separate shares for the benefit of the children of Alton K. Lowder and Margaret L. Lowder: David Wayne Lowder, Deborah Ann Lowder and Pamela Jo Allan;

WHEREAS David Wayne Lowder is the Successor Trustee of said Trust;

WHEREAS pursuant to the terms of said Trust as set forth on the Certification of Trust attached as Exhibit 2, the Successor Trustee has exercised his discretionary authority to terminate the Trust and transfer said real property;

WHEREAS Deborah Ann Lowder quitclaimed all of her interest in the real property described on the attached Exhibit A to David Wayne Lowder for valuable consideration, of record in Instrument No. 20210615-0080491, Register's Office for Davidson County, Tennessee;

WHEREAS Pamela Jo Allan quitclaimed all of her interest in the real property described on the attached Exhibit A to David Wayne Lowder for valuable consideration, of record in Instrument No. 20210615-0080492, Register's Office for Davidson County, Tennessee;

WHEREFORE in settlement and distribution of said Trust, I, **David Wayne Lowder**, the Successor Trustee of The Alton K. Lowder and/or Margaret L. Lowder Revocable Living Trust U/A dated January 22, 2003 ("Trust"), and pursuant to the authority granted me under said Trust and the Tennessee Trust Code, and in distribution and settlement of said Trust, do hereby convey and quitclaim to **David Wayne Lowder** ("Grantee"), his heirs and assigns, all of the Trust's interest in certain real property located in Davidson County, Tennessee, described more fully as follows:

See attached Exhibit 1.

Descriptions are taken from prior deeds of record. This improved property is commonly known as 1269 Hitt Lane, Goodlettsville, Tennessee 37072. See attached Exhibit 1 for derivation clauses.

IN WITNESS WHEREOF, the Grantor hereby affixes his signature on the 4 day of June, 2021.

THE ALTON K. LOWDER AND/OR MARGARET L. LOWDER REVOCABLE LIVING TRUST U/A DATED JANUARY 22, 2003

By: David Wayne Lowder
David Wayne Lowder, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, **David Wayne Lowder, Successor Trustee**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of the following satisfactory evidence: —), and who acknowledged, upon oath, that he executed the same as his free act and deed for the purposes contained therein.

Witness my hand and official seal this 4th day of June, 2021.

JULIE T. MOSS
TENNESSEE NOTARY PUBLIC
My Comm Exp. July 11, 2021
COUNTY OF WILLIAMSON

NOTARY PUBLIC
My Commission Expires: 07-11-2021

EXEMPTION FROM TRANSFER TAX AND OATH OF VALUE

Pursuant to Tenn. Code Ann. § 67-4-409(a)(3)(G) and § 67-4-409(a)(5), this transfer is exempt from transfer tax as a deed from a Trustee to implement a testamentary devise and no oath of value is required in any transaction that is exempt from tax.

EXHIBIT 1

Parcel I. Lot 12 on the Plan of Solitude Acres, Section 1, as shown on plat of record in Plat Book 3700, Page 48, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property. Said Lot 12 fronts 160 feet on the southerly side of Hitt Lane and extends back 190 feet on the westerly line and 335 feet on the easterly line to a dead line on which it measures 215.3 feet.

Being part of the property conveyed by Alton K. Lowder and Margaret L. Lowder by quitclaim deed to The Alton K. Lowder and/or Margaret L. Lowder Revocable Living Trust U/A dated January 22, 2003, of record in Instrument No. 20030124-0010290, Register's Office for Davidson County, Tennessee.

Parcel II. Two Tracts of land located adjacent to Lot No. 12, Section 1, Solitude Acres, City of Goodlettsville, as of Record in Book 3700, Page 48, Register's Office for Davidson County, Tennessee:

1. Tract No. 1 is described as being approximately ¼ acre more or less to the East side of said Lot No. 12 and is described as beginning at a concrete marker on the Northwest corner of said Lot No. 12; thence along the southerly margin of Hitt Lane 113.4 feet to a point in a fence row; thence in a southeasterly direction along said fence row in a line to a concrete monument being the southwesterly corner of said Lot 12; thence in a northerly direction along the westerly margin of said Lot 12 190 feet to the point of beginning.

2. Tract No 2 is described as triangular tract lying to the rear of Lot No. 12 of said subdivision and is described as beginning at the southeast corner of said Lot No. 12; thence in a northwesterly direction along the rear of Lot 12 215.3 feet to a concrete monument at the southwest corner of said Lot No. 12; thence in a southeasterly direction along a fence row to a point in said fence row being the point of a line which would run perpendicular from the said fence row to the point of beginning; thence along said perpendicular line to the point of beginning.

Being the same property conveyed by H.L. Worrell to Alton K. Lowder and wife, Margaret L. Lowder, by warranty deed of record in Book 4366, Page 87, Register's Office for Davidson County, Tennessee. Alton K. Lowder died on September 30, 2014, survived by his wife, Margaret J. Lowder, who died on October 7, 2019. The Last Will and Testament of Margaret L. Lowder ("Will") was admitted to probate for muniment of title by Order entered April 28, 2021 ("Order"), Davidson County Probate Court Case No. 21P641, and a certified copy of said Will is of record in Instrument No. 20210511-0063320 and a certified copy of said Order is of record in Instrument No. 20210511-0063319, both in the Register's Office for Davidson County, Tennessee.

This Instrument prepared by:
THE BLAIR LAW FIRM
Attorneys at Law
1608 Westgate Circle, Suite 100
Brentwood, Tennessee 37027
(615) 953-1122

CERTIFICATION OF TRUST

PURSUANT TO TENN. CODE ANN. § 35-15-1013, I, DAVID WAYNE LOWDER, WITNESSETH THAT:

1. Alton K. Lowder and Margaret L. Lowder entered into a written trust agreement entitled *The Alton K. Lowder and/or Margaret L. Lowder Revocable Living Trust Agreement* ("Trust") on January 22, 2003, as the Trustors and the initial Co-Trustees.

2. Alton K. Lowder died on September 30, 2014. Margaret L. Lowder died on October 7, 2019. The Last Will and Testament of Margaret L. Lowder ("Will") was proven and admitted to probate for the limited purpose of establishing muniment of title by the Davidson County Probate Court on April 28, 2021.

3. The First Successor Trustee is Decedent's son, David Wayne Lowder.

4. This Certification of Trust is executed as evidence of the current existence of *The Alton K. Lowder and/or Margaret L. Lowder Revocable Living Trust Agreement* under an agreement dated January 22, 2003.

5. This Certification of Trust is executed also to evidence the following persons who are named as successor trustee to serve upon the death, incapacity, resignation or removal of the First Successor Trustee:

   a. Second Successor Trustee – Deborah Ann Lowder

   b. Third Successor Trustee – Pamela Jo Allan

6. Said Trust is the owner of certain real property legally described on the attached Exhibit A.

7. Said Trust grants to the Trustee all of the powers contained the attached Exhibit B.



8. Any person may rely on this Certification of Trust as proof of the existence of said Trust and is relieved of any obligation to verify that any transaction entered into by the Trustee is consistent with the terms and conditions of said Trust. Any person may rely on the authority of one (1) or more successor trustees without proof of their succession.

9. To the best of the Trustee's knowledge, *The Alton K. Lowder and/or Margaret L. Lowder Revocable Living Trust Agreement* U/A January 22, 2003 has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification of trust to be incorrect.

10. A photocopy or electronic copy of this Certification of Trust shall be as valid as the original and may be relied upon to the same extent as the original.

IN WITNESS WHEREOF, the Successor Trustee executes this Certification of Trust this 8th day of June, 2021.

TRUSTEE:

David Wayne Lowder

STATE OF TN)
COUNTY OF Davidson)

Subscribed and sworn to before me by David Wayne Lowder on this 8th day of June, 2021.

Witness my hand and official seal the date aforesaid.

Notary Public

My Commission Expires: 9-2-24

KIMBERLY D SLOAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

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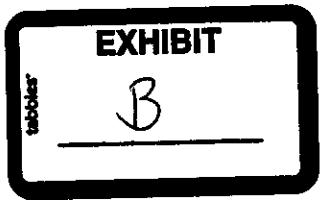
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G. Termination

1. Discretionary Termination

Any time that a Trust or Trust share created under this Agreement has, in the judgment of the Trustee, a value so low that the expenses of maintaining the trust cannot be reasonably justified, the Trustee may, in its discretion, but is not required to, terminate such Trust or Trust share. In case of such termination, the Trustee shall distribute forthwith the share so terminated to the primary Beneficiaries thereof.



XI.
TRUST POWERS

A. Introduction

During the time we are acting as Co-Trustees, or during the time any other individual is acting as Trustee, said Trustee shall have the following powers, duties, and discretions in addition to those otherwise granted herein or by Law except as herein specifically restricted.

Notwithstanding the fact that the Trustee is granted broad Powers under this Article, it is our intent that these Powers only be utilized in such a way as to meet the needs of the various kinds of financial and distribution responsibilities imposed under this Trust Agreement. It is assumed and imposed upon the Trustee that under any all circumstances the Trustee shall follow the Prudent Man Rule and perform all acts within the limits of the fiduciary responsibility imposed on a Trustee.

B. Management Powers

1. General Property Powers

The Trustee shall have such powers and s authorized to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the Trust Estate as if he absolute owner thereof, including without limiting, the generality of the terms, the right to manage, control, sell, convey, exchange, partition, assign, divide, subdivide, improve, or repair; to grant options and to sell upon deferred payments; to lease for terms and purposes within or extending beyond the duration of the Trust, including the exploration for and removal of oil, gas, and other minerals; to enter into joint oil leases, pooling and unitization agreements; to create restrictions, easements, and other servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust; to institute compromise and defense actions and proceedings at the expense of the Trust Estate; and to carry such insurance as the Trustee may deem advisable.

2. Authority to Grant Special Power of Attorney

The Trustee is authorized to delegate any powers under this Trust Agreement to an Attorney-in-Fact pursuant to a Special Power of Attorney for the purpose of carrying out the delegated

assignment specified in the Special Power of Attorney. The Special Power of Attorney may be issued for any purpose by the Trustee to the recipient of such power; provided, however, that such power shall be limited to the carrying out the terms and conditions of this Trust Agreement. Any third party receiving a Power of Attorney from the Trustee shall have a right without further investigation to rely upon any such power received by the third party.

3. Determination of Income and Principal

The Trustee shall have the power and the authority to determine income and principal, and to determine how receipts and disbursements, including fees of the Trustee, shall be credited, charged, or apportioned as between income and principal; however, each such determination shall be made in accordance with the Law of the State of the situs of the Trust and the decision and accounts of the Trustee in accordance with said provisions shall be binding on all persons an interest.

Notwithstanding the foregoing, we shall:

(a) Allocate to principal all dividends or other payments made by any corporation or mutual investment company which are designated by the company as a distribution of capital gains;

(b) Where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and,

(c) Charge income from time to time with a reasonable reserve for

(I) Depreciation of all income-producing depreciable real or personal property and capital improvements and extraordinary repairs on income-producing property;

(ii) Depletion of all depletable natural resources;

(iii) All intangible property having a limited economic life.

Such allocations and charges need not be made, however, if written consents are obtained from all income Beneficiaries and Remaindermen, vested or contingent, living and competent to act.

4. Loans

(a) To Trust

The Trustee shall have the power, in the Trustee's discretion, to advance funds to any Trust herein created for any Trust purpose. Such advances shall bear interest at current rates and be a first lien on principal and to be repaid out of principal as an expense of the Trust.

(b) To Beneficiaries

The Trustee may, at any time, and upon successive occasions, loan such sums to the Beneficiaries or any of them as the Trustee shall deem advisable and in the best interest of the Beneficiaries, such loan or loans, if made, to bear interest at the prevailing rate and to be unsecured

or secured as we may, in our discretion, direct. The Trustee shall have wide discretion in the making or denial of any such loan and the Trustee's judgment in the matter shall be conclusive and binding on any Beneficiary requesting such loan.

Notwithstanding the foregoing power to make loans, such lending authority as authorized herein shall not be available in those situations where it specifically violates the terms of the Trust or which in any way would diminish the value of any interest of any Beneficiary.

5. Power to Engage Agents and Professional Services

The Trustee shall have the power and authority to employ and compensate from the Trust Estate any agents, assistants, accountants, attorneys, or any other kinds of professionals or experts that the Trustee may deem appropriate in the Trustee's sole discretion to protect and manage the Trust property.

6. Right of Trustee to Petition Court

Notwithstanding any other provisions of this Trust, the Trustee is specifically authorized in its sole discretion to file a Petition with a Court of competent jurisdiction for instructions and approval of any transaction concerning the Trust Estate, including, but not limited to, purchases, sales, accounting, distributions, tax questions, trust administration, or any other question, which in the sole discretion of the Trustee should be determined by the Court. The Trustee shall incur no expense in making such a Petition to the Court provided such Petition is made in good faith.

7. Trustee Authority Regarding Trust Divisions

The Trustee shall have authority upon making any divisions of the Trust Estate into sole shares for the purposes of distribution, or any other purpose, to apportion and allocate the assets of the Trust Estate in cash or in kind, partly in cash and partly in kind, or an undivided interest, and in such manner as the Trustee in the Trustee's sole discretion deems advisable. The Trustee may sell such property as the Trustee deems necessary to make any such division or distribution. In making any division or partial or final distribution of the Trust Estate, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to Beneficiary(ies) similarly situated. The Trustee shall have the authority in the Trustee's discretion to make a non-pro rate division between Trust or Trust shares and non-pro rata distribution to such Beneficiary(ies); provided, however, that the respective share allocated to sole Trusts or Trust shares distributed to such Beneficiary(ies) shall have equivalent or proportionate fair market value.

8. Restriction on Use of Certain Assets

Any portion of the Trust Estate which was received from any qualified plan as described in §2039 of the Internal Revenue Code of 1986 as amended or any subsequent, like, or similar law may not be used for any purpose described in this Article, the use of which would result in inclusion of said funds in our taxable Federal Estate so long as other sources of funds are available.

9. Maintenance of Home

All taxes, insurance, repairs, and assessments concerning such home shall, in the discretion of the Trustee, be paid out of the Trust Estate containing such home.

10. Power of Co-Trustees to Act Independently

Notwithstanding any other provisions to the contrary, we specifically authorize either of the Trustees, namely, **ALTON K. LOWDER and MARGARET L. LOWDER**, during their joint lives and while serving as Co-Trustees, to act independently of the other and have the authority to perform all powers and acts as granted under this Declaration of Trust, including any interest in either real property or personal property of any nature or kind. By example, such authority is granted to either of us to sell, transfer, assign, mortgage, hypothecate, or otherwise encumber the real property of the Trust Estate, and/or encumber or pledge any personal property as such we shall deem appropriate, except for any joint property as donated to said Trust. Then the concurrence of each Trustee is necessary so long as they both shall live.

C. Investment Powers

1. General

We, as Trustees, or any other person acting as future Trustee, have the power to invest and reinvest principal and income, to purchase or acquire therewith every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, shares in one or more mutual funds, in any common trust funds administered by the Trustee, or any other common funds, corporate obligations of every kind, and stock, preferred or common, which persons of prudence, discretion, and intelligence acquire for their own account.

The Trustee is further authorized to buy, sell, and trade in securities of any nature (including short sales) on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by it, with such brokers, as security for loans and advances made to the Trustee.

The Trustee is further authorized to receive any property, whether real, personal, or mixed, through any foreclosure sale, or at any Trustee's or pledgee's sale under a Deed of Trust, or under any judicial sale, in which property the Trustee may have an interest as a lien holder, or otherwise, and to hold and resale such property as the Trustee deems appropriate.

The enumeration of the authority granted to the Trustee shall not limit any general or implied powers existing under applicable Laws or by our intent as expressed in this Trust. The Trustee, subject to the discharge of all fiduciary obligations, are vested with all the rights, powers, and privileges which an absolute owner would have.

2. Powers Regarding Real Estate

The Trustee shall have the power to sell, transfer, convey and/or assign any interest held by the Trust Estate in real estate. Such a transfer may be in any form of interest deemed appropriate by the Trustee. However, any transfer shall be made in accordance with the terms and conditions of this Trust Agreement, and it must not violate the specific responsibility of the Trustee. The Trustee shall further have authority to purchase title insurance and to enter any type of escrow arrangement necessary in the purchase and sale of real estate.

The Trustee shall have authority to receive as an asset of this Trust Estate, any real estate as principal by purchase at a Trustee's sale, or by deed-in-lieu of foreclosure, real property covered by any Mortgage, or Deed of Trust then in default. Such property may be accepted in full satisfaction of the encumbrances thereon at the discretion of the Trustee.

3. Authority to Borrow

The Trustee shall have the power to borrow money for any Trust purpose upon such terms and conditions as the Trustee may deem proper. The Trustee shall further have the authority to obligate the Trust Estate for repayment of any borrowed funds.

4. Authority to Encumber and Pledge Trust Property

The Trustee shall have authority to encumber the Trust Estate or any of its property by Mortgage, Deed of Trust, pledge, or otherwise including the use of the filing of a Form UCC-1 using such procedure to consummate the transaction as the Trustee may deem advisable and in the best interest of the Trust Estate.

5. Authority to Sign Debt and Security Documents

The Trustee shall also have authority to execute and deliver Promissory Notes or other evidence of the indebtedness of this Trust and to sign all necessary documents demonstrating security interest to any individual or institution in conjunction with such borrowing.

6. Powers Regarding Securities

The Trustee shall have authority to purchase securities of any kind deemed appropriate by the Trustee for the benefit of the Trust Estate. The Trustee shall further have all of the rights, powers, and privileges of an owner, including the right to vote stock, give proxies, pay assessments, and other sums deemed by the Trustee to be necessary for the protection of the Trust Estate. The Trustee shall have authority to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to open an account with a brokerage firm of the choosing of the Trustee in the Trustee's name, in its own behalf for the purpose of purchasing and selling of all kinds of securities and authorizing such accounts and/or the delivery of securities or money therefrom and received from said Trustee; and to retain as an investment any securities or other property received through the exercise of any of the foregoing powers. The Trustee is further authorized to sign, deliver and/or receive any documents necessary to carry out the powers contained within this Paragraph.

The Trustee shall have authority to retain and hold all or any stocks, bonds, or securities of any kind or nature which are part of the Trust Estate whether the same are or are not of the character or class regarded by the Law as legal investment or any time and from time to time, in its discretion, the Trustee may sell and dispose of all or any part thereof.

7. Powers to Invest in Special Funds

The Trustee shall have authority to invest through any financial institution in any special fund(s) sponsored by such institution or which is recommended by such institution and to grant any necessary authority to the financial institution and/or brokerage firm involved in such s special fund(s) to allow the Trustee to invest assets of the Trust Estate in such fund(s).

8. Exercise Stock Options

The Trustee is expressly authorized in the Trustee's sole discretion to exercise any option to purchase stock under any stock option purchase plan in which any decedent Beneficiary is a participant or may hold such option rights to the extent that any such option rights may be exercised by the Trustee even though the stock involved is stock of a corporation which may be serving as corporate Trustee hereunder, regardless of the amount of such stock or the percentage of the Trust Estate which may be invested in such stock before or after any purchase under such option.

9. Authority Regarding Life Insurance and Annuities and Casualty Insurance

The Trustee is authorized in the Trustee's discretion to maintain and/or purchase policies of life insurance and/or annuities on the life or for the benefit of any Trust Beneficiaries and to hold and pay for the same as an investment and asset of the Trust, at any time and upon successive occasions, the premiums to be charged against income or principal, as the Trustee shall determine.

The Trustee shall have the following powers, duties, and discretions with respect to policies of life insurance held as part of the Trust Estate:

(a) The Trustee may pay premiums, assessments, or other charges with respect to such policies, together with all other charges upon such policies or otherwise required to preserve them as binding contracts but shall be under no duty to do so;

(b) In the event that the Trustee intends not to pay any premium, assessment, or other charge with respect to any policy held by it, or otherwise intends to cancel, convert, or substantially modify any such policy, it shall first give the insured, or the Guardian of the person of an insured under disability, at least fifteen (15) days' advance written notice of its intention to take such action;

(c) Any amounts received by the Trustee with respect to any policy as dividend shall be treated as principal;

(d) The Trustee shall accept any payments due it under any settlement arrangement made before or after the death of the insured and may exercise any rights available to it under such arrangement;

(e) The Trustee may compromise, arbitrate, or otherwise adjust claims upon any policies and may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall be a full discharge and the insurer is not required to see to the application of the proceeds; and