NAME AND ADDRESS OF NEW OWNERS:
John T. Butler
410 W. Clark Blvd.
Murfreesboro, TN 37129

THIS INSTRUMENT PREPARED BY:
L. Gilbert Anglin, Attorney
1535 West Northfield Blvd.
8 Lincoln Square
Murfreesboro, Tennessee 37129

SEND TAX BILLS TO:
Same

Prepared by Information
Furnished by the Parties

Karen Johnson Davidson County
Batch# 689284 DEEDQC
08/03/2021 10:26:17 AM 10 pgs
Fees: $52.00 Taxes: $0.00
20210803-0104096

QUITCLAIM DEED

(Map 135 08 0A, Parcel 849.00)

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged that, I, the undersigned, **Matthew Butler, Trustee of the SKB Trust**, has bargained and sold and does hereby quitclaim, transfer and convey any and all interest which it may have in the hereinafter described property to **John T. Butler,** his heirs and assigns, forever, being that certain property in Davidson County, State of Tennessee, described as follows, to-wit:

> Unit No. 849 of Nashboro Village Nineteen Condominium, a condominium or horizontal property regime established by Master Deed fo Record in Book 5333, page 957, Register's Office for Davidson County, Tennessee, and shown on a Plan of record in Book 5200, page 80, said Register's Office, to which reference is hereby made for a more complete legal description.
>
> Together with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed (and By-Laws which form a part thereof),including without limitation, such Unit's undivided percentage interest in the land and common elements, and its interest in any appurtenant limited common elements.
>
> Being the same property conveyed to Matthew Butler, Trustee for the SKB Trust dated March 19, 2015 (attached hereto as **Exhibit A**), by Warranty Deed from Mark W. King, a married man, dated March 19, 2015 and recorded in Instrument No. 20150323-0024548, Register's Office of Davidson County, Tennessee and in

accordance with Article 1.05 of the SKB Trust which reads as follows: Upon the termination of the trust, the Trustee shall distribute the entire corpus of trust estate, including any undistributed income, as follows: to the following siblings of the Beneficiary: John T. Butler and Stephanie K. Butler, equally. In the event a sibling shall predecease the Beneficiary, then their share shall go to the remaining sibling. The said Stephanie K. Butler died on May 2, 2020, leaving the corpus of the SKB Trust estate to John T. Butler.

Subject to Master Deed of record in Book 5333, page 957; By-Laws of record in Book 5333, page 999; Restrictive Covenants of record in Book 4827, page 14 and Book 5469, page 840; Rights of others in and to common areas and/or elements; any and all matters of record affecting the subject property and as shown on Plan of record in Book 5200, page 80; all of the Register's Office of Davidson County, Tennessee.

IN WITNESS WHEREOF, I have hereunto set my hand and signatures on this the 28th day of July, 2021.

SKB Trust

By: _____
Matthew Butler, Trustee

STATE OF TENNESSEE)
:ss
COUNTY OF RUTHERFORD)

Personally, appeared before me, the undersigned, a Notary Public in and for said County and State, **Matthew Butler**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Trustee of the SKB Trust dated March 19, 2015, the within bargainor, and who further acknowledged that he, being authorized so to do, executed the foregoing instrument, (Quitclaim Deed) for the purposes therein contained by signing his name as Trustee of the SKB Trust dated March 19, 2015 by himself as such Trustee of the SKB Trust.

WITNESS MY HAND, at office, this 28th day of July, 2021.

CHARLOTTE TODD-VENTRESS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF RUTHERFORD

_____
NOTARY PUBLIC

My Commission Expires: January 25 2023

AFFIANT

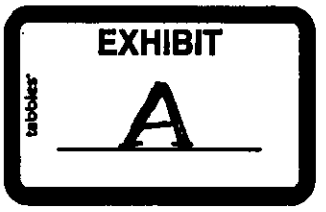
The consideration for this transfer is none.

AFFIANT

Sworn to and subscribed before me this 28th day of July, 2021.

NOTARY PUBLIC
My Commission Expires: January 25, 2023

CHARLOTTE TODD-VENTRESS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD



IRREVOCABLE
TRUST AGREEMENT
OF STEPHANIE K. BUTLER
("SKB Trust")

Catherine M. Butler of Murfreesboro Rutherford County, Tennessee, hereinafter referred to as the Grantor, on this 19 day of March, 2015, hereby transfers and assigns to **Matthew Butler**, hereinafter referred to as the **Trustee**, or his successors, as Trustee, the property and assets set forth on **Exhibit A** attached hereto and incorporated herein by this reference, which the Trustee agrees to hold in trust, together with any other property of any nature which hereafter, with his consent, may be transferred, devised or bequeathed to this trust by any person and upon the execution of a promissory note in the original amount of $65,235.46, a copy thereof attached as **Exhibit B**, subject to the following terms and conditions:

ARTICLE ONE
DISPOSITIVE PROVISIONS

1.01 This trust is established for the benefit of **Stephanie K. Butler**, hereinafter referred to as the Beneficiary and is to be known as the **SKB Trust**.

1.02 This trust shall terminate upon the first to occur of the following events: (1) the sale or other transfer of all the property deposited hereunder, (2) the death of the Beneficiary, (3) the exhaustion of all assets of this trust, (4) upon the determination of the Trustee, made in his sole discretion, that the termination of the trust would be in the manifest best interest of the Beneficiary or (5) upon the Beneficiary attaining the age of seventy (70) years of age.

1.03 Until the termination of the trust, the Trustee is authorized to accumulate the net income or to pay or apply so much of the net income (or all of it), at any time and from time to time, to or for the use of the Beneficiary, in such amounts as the Trustee, in his sole and absolute discretion, shall deem advisable for the Beneficiary's maintenance, support or other use. Any accumulated income shall be periodically, at least annually, incorporated into the corpus of the trust fund as an integral part thereof to be held, administered and distributed in accordance with all the terms, conditions and limitations which apply thereto.

1.04 The Trustee is authorized to encroach upon the corpus of the trust to whatever extent he may determine, in his sole and absolute discretion, to be necessary, proper or desirable for the Beneficiary's maintenance, support or other use, and to pay over said amount or amounts to or for the use of the Beneficiary, even to the extent of exhausting the trust assets.

1.05 Upon the termination of the trust, the Trustee shall distribute the entire corpus of the trust estate, including any undistributed income, as follows: to the following siblings of the Beneficiary: John T. Butler and Stephanie K. Butler, equally. In the event a sibling shall predecease the Beneficiary, then their share shall go to the remaining sibling.

1.06 During the minority, incapacity or legal disability of the Beneficiary, the Trustee may pay, transfer or assign the income or corpus authorized or directed to be paid under this Trust Agreement in any one or more of the following ways: (a) directly to the Beneficiary such amount as he may deem advisable as an allowance; (b) to the guardian of the person or of the property of the Beneficiary; or (c) to a close relative of the Beneficiary upon the agreement of such relative to expend such income or corpus solely for the benefit of the Beneficiary. The Trustee shall have the power in his discretion to determine whether the Beneficiary is incapacitated, and his determination

shall be conclusive.

1.07 Neither the corpus nor income of the trust herein created shall be pledged, assigned, transferred, sold or in any manner whatsoever accelerated, anticipated or encumbered by the Beneficiary, nor shall any income or corpus of said trust estate be in any manner subject to or liable in the hands of the Trustee for the debts, contracts or engagements of the Beneficiary or be subject to any assignment or any other voluntary or involuntary alienation or disposition whatsoever; but in all distribution of income or corpus, the same shall be paid only to the Beneficiary, upon her receipt, or to others for her benefit as herein provided.

ARTICLE TWO
GENERAL PROVISIONS

2.01 The Trustee is hereby vested with all right, title and interest in and to all of the trust property and is authorized and empowered to exercise and enjoy, for the purpose of the trust herein created, and as absolute owner of such property, all ownership rights in and to the trust property. The Grantor hereby relinquishes all rights and powers in such trust assets and will, at the request of the Trustee, execute all instruments reasonably required to effectuate this relinquishment.

2.02 If at any time or times any addition is made to the trust with respect to which the Trustee has received written notice from the donor (or donors) of such addition to the effect that such addition (or some specified amount thereof) shall be subject to withdrawal under the provisions of this section by the Beneficiary, the Beneficiary shall thereupon have the absolute right, at all times during the sixty (60) day period commencing on the date os such addition, to withdraw in cash from the corpus of the trust that portion of the amount of such addition which is specified as withdrawable by the Beneficiary in such notice. The total amount which may be withdrawn by the Beneficiary on account of such additions hereunder shall not exceed Ten Thousand and 00/100 ($10,000.00) Dollars per year; such shall not be cumulative and, to the extent that such a withdrawal right has not been exercised by the end of such sixty (60) day period, it shall lapse. Each such withdrawal right shall be exercisable only by a written instrument executed by the Beneficiary if she is then a minor or incapacitated or under any legal disability of any kind, execution may be by her guardian or if none, a close relative of the Beneficiary (other than the donor of such gift), in each case acting solely on behalf of the Beneficiary in making such withdrawal and receiving such distribution for the Beneficiary's sole benefit delivered to the Trustee on or before the date specified in such instrument as the effective date os such withdrawal (which must be during such sixty (60) day period), and distribution of the thus withdrawn amount pursuant to any proper instrument of withdrawal shall be made on such effective date. To this end, the Trustee shall, at all times while any such withdrawal right is outstanding, retain sufficient liquid funds and/or transferrable assets in the trust to satisfy all such withdrawal rights which are then outstanding. The Beneficiary (and, if she is then a minor or incapacitated or under legal disability, her guardian or, if none, a close relative acting on her behalf) shall be kept reasonably informed by the Trustee of all withdrawable additions that are made or expected to be made. All of the provisions hereof relating to the Beneficiary's right of withdrawal shall likewise be applicable for sixty (60) days from the date hereof to all those assets originally transferred to the Trustee.

ARTICLE THREE
SUBSTITUTE TRUSTEE

3.01 If the Trustee shall be unable to serve for any reason, then a substitute trustee shall be appointed by the Grantor. If the Grantor is unable to do so then a substitute trustee shall be appointed by the Beneficiary. The substitute Trustee shall possess and exercise all powers and authority herein conferred on the original Trustee, and bond is likewise excused for said substitute Trustee.

ARTICLE FOUR
POWERS AND DUTIES OF TRUSTEE

4.01 In addition to, and without in any way limiting the powers conferred by law, the Trustee shall have with respect to any and all property at any time constituting a part of the trust estate hereunder, the following rights, powers, authority and discretion, all of which shall survive the termination of the trust to the extent required to complete his obligations hereunder:

A. To retain all or any part of the property herein transferred to the Trustee regardless of any lack of diversification, risk or non-productivity.

B. To invest and reinvest all or any part of the trust estate in such stocks, bonds, other securities or other property, real or personal, as he may deem advisable and proper, without regard to any law or rule of court limiting the property which trustees may exchange or purchase.

C. To collect rental payments at a fair market rate from such adult persons who may reside at any real property constituting a part of the trust estate.

D. To keep any property in bearer form or in the name of a nominee with or without disclosure of any fiduciary relationship.

E. To exercise any subscription right in connection with any security constituting a part of the trust estate.

F. To vote in person or by proxy any share of stock constituting a part of the trust estate.

G. To act at any time and in any jurisdiction without bond or other security to ensure the faithful performance of his fiduciary duties, bond being expressly waived.

H. To exercise any and all powers set forth in Tennessee Code Annotated, Section 35-50-110, not in conflict with the above-enumerated powers and to the extent applicable, all of which powers and provisions (as set out in said statute on the date of the execution of this Trust Agreement) are incorporated herein by reference as if copied herein verbatim, even if said statute be amended or repealed hereafter and even if this trust is administered outside the State of Tennessee.

4.02 The Trustee shall not be required to qualify in or make reports to or settlements with any court.

4.03 No person dealing with the Trustee in the capacity of purchaser, agent, seller, lessor, lessee or contractant shall be bound to inquire into the capacity to act on the part of the Trustee or into the authority for, or propriety of, any act thereof or to see to the application or disposition of any money or other property paid, delivered or loaned to the Trustee.

ARTICLE FIVE
SPENDTHRIFT PROVISION

5.01 Neither the principal nor income of this trust shall be pledged, assigned, transferred, sold, or in any manner whatsoever accelerated, anticipated, or encumbered by any beneficiary, nor shall any income or principal of said trust estate be in any manner subject or liable in the hands of the trustee for the debts, contracts or engagements of any beneficiary, or be subject to any assignment, or any other voluntary or involuntary alienation or disposition whatsoever; but in all distribution of income or principal, the same shall be paid only to the beneficiary entitled, if living, and upon the receipt of such beneficiary.

ARTICLE SIX
GOVERNING LAW

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

ARTICLE SEVEN
IRREVOCABILITY

7.01 This trust is irrevocable, and the Grantor relinquishes all right to alter, amend, revoke or terminate this Agreement.

GRANTOR:

Catherine M. Butler

Catherine M. Butler

TRUSTEE:

Matthew Butler

Matthew Butler

STATE OF TENNESSEE)
:ss
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, **Catherine M. Butler**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 19 day of March, 2015.

JANICE L. TAYLOR STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

NOTARY PUBLIC

My Commission Expires: 1-5-16

STATE OF TENNESSEE)
:ss
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, **Matthew Butler**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 19 day of March, 2015.

JANICE L. TAYLOR STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

NOTARY PUBLIC

My Commission Expires: 1-5-16

EXHIBIT "A"

Unit No. 849 of Nashboro Village Nineteen Condominium, a condominium or horizontal property regime established by Master Deed of record in Book 5333, page 957, Register's Office for Davidson County, Tennessee, and shown on a Plan of record in Bok 5200, page 80, said Register's Office, to which reference is hereby made for a more complete legal description.

Together with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed (and By-Laws which form a part thereof), including, without limitation, such Unit's undivided percentage interest in the land and common elements, and its interest in any appurtenant limited common elements.

Being the same property conveyed to Matthew Butler, Trustee for the SKB Trust dated March 19, 2015, by Warranty Deed from Mark W. King, a married man, dated March 19, 2015 and recorded in Instrument No. 20150323-0024548, Register's Office of Davidson County, Tennessee.

Subject to Master Deed of record in Book 5333, page 957; By-Laws of record in Book 5333, page 999; Restrictive Covenants of record in Book 4827 page 14 and Book 5469, page 840; Rights of others in and to common areas and/or elements; any and all matters of record affecting the subject property and as shown on Plan of record in Book 5200, page 80; all of the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

PROMISSORY NOTE

$65,235.46

Murfreesboro, Tennessee
March 19, 2015

FOR VALUE RECEIVED, the undersigned, Matthew Butler, Trustee for the SKB Trust ("Maker") promises to pay to the order of Catherine Butler ("Payee") the principal sum of SIXTY FIVE THOUSAND TWO HUNDRED THIRTY-FIVE and 46/100 ($65,235.46) DOLLARS due and payable as follows: in one hundred and eighty (180) monthly installments of $515.87, the first installment due May 1, 2015 and the remaining installments due on the first day of each month thereafter until paid in full.

This note bears interest at the rate of 5% per annum. Any payment that is more than 15 days past due shall incur a late fee of 5%.

All parties to this instrument, whether makers or endorsers waive demand, notice and protest and all defenses on the grounds of an extension of time of payment given to the makers thereof and guarantee the payment of this note.

It is mutually agreed and understood that the makers or endorsers waive demand, notice and protest and all defenses on the grounds of an extension of time of payment given to the makers thereof and guarantee the payment of this note.

The makers and endorsers hereof agree that in the event of default in any payment of this note, all remaining unpaid payments or any renewals thereof, shall be at the option of the holders, without notice, become immediately due and payable notwithstanding the express maturity date of that note and without notice of this acceleration.

And if this note is placed with an attorney for collection, we agree to pay a reasonable attorney's fee, and to pay all costs and expenses and attorney's fees incurred or expended by the holder hereof in any litigation involving the within note or the security thereof.

This note is secured by a Deed of Trust executed simultaneously herewith.

SKB Trust

By: _____
Matthew Butler, Trustee