Karen Johnson Davidson County
Batch# 905557 DEEDQC
08/19/2022 12:25:59 PM 19 pgs
Fees: $97.00 Taxes: $0.00
20220819-0094059

This Instrument Prepared With
Information Furnished To:
Robert H. Plummer, III
Attorney at Law
104 South Margin Street
Franklin, TN 37064

Map & Parcel
Map 107-14
Parcel 155

New Owners:
Charles Ray Blackwood, Jr. and
5650 Cloverland Drive
Brentwood, TN 37027

Carl Victor Blackwood
2512 Grouse Lane
Chattanooga, TN 37421

Send Tax Bills To:
Charles Ray Blackwood, Jr.
5650 Cloverland Drive
Brentwood, TN 37027

DEED

This instrument made and entered into this the 19 day of August, 2022 by Carl Victor Blackwood, as Successor Trustee of the Declaration of Trust made as of April 20, 1994 by Estate of William Bell Pruitt hereinafter referred to as Grantor, and Charles Ray Blackwood, Jr. and Carl Victor Blackwood, hereinafter referred to as Grantees. Said Declaration of Trust is attached as Exhibit A and the Order to Appoint Successor Trustee and Alternate Successor Trustee is attached as Exhibit B.

WITNESSETH :

FOR AND IN CONSIDERATION of no monetary consideration, the said Grantor by these presents hereby conveys unto the said Grantees, their heirs, successors and assigns, all of its right, title, and interest in and to the following described certain tract or parcel of land, more particularly described as follows, to wit:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate lying and being in Nashville, County of Davidson and the State of Tennessee, together with the appurtenances and all the estate and rights of grantor in and to said premises, being more particularly described to wit:

Land in Davidson County, Tennessee, being Lot No. 112 on the Map of Miro Meadows Subdivision, as of record n Book 1424, pages 94 and 95, Register's Office for said County, described as follows:

Beginning at a point in the easterly margin of Kirby Drive at the corners of Lots Nos. 111 and 112; thence with the line between said lots easterly 143 feet to the corner of Lots Nos. 87 and 112; thence with the line between said lots northerly 75 feet to the south margin of Kent Place; thence with the margin of the same westerly 123 feet to the beginning of a curve; thence around said curve southwesterly 31.42 feet to the easterly margin of Kirby Drive; thence with the margin of the same southerly 55 feet to the beginning.

Being the same property conveyed to William B. Pruitt and wife, Thelma C. Pruitt, by deed from Albert B. Harris and wife, Sara Roberts Harris, of Record in Book 2799, Page 115, Register's Office for Davidson County,

Tennessee.

Being the same property conveyed to Elizabeth Gene Blackwood, as Trustee under the Declaration of Trust made by the Estate of William Bell Pruitt, of Record in Book 9370, Pages 573-575 Register's Office for Davidson County, Tennessee.

This improved property is known as 1000 Kirby Drive, Nashville, Tennessee 37217.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 19 day of August, 2022.

CARL VICTOR BLACKWOOD
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me, a Notary Public in and for said County and State, the within named CARL VICTOR BLACKWOOD with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: 6-21-23

LYNN S. PLUMMER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

****

AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF Williamson)

The actual value or consideration of this transfer is: None.

CARL VICTOR BLACKWOOD, AFFIANT

Sworn to and subscribed before me this the 19th day of August, 2022.

NOTARY PUBLIC

My Commission Expires: 6-21-23

LYNN S. PLUMMER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

****

The maximum principal indebtedness for Tennessee recording tax purposes is: None.

This transfer is exempt from collection of State Transfer Tax by virtue of TCA 67-4-409 (a) (3) (H)

EXHIBIT A

DECLARATION OF TRUST

made as of April 20, 1994

by

ESTATE OF WILLIAM BELL PRUITT

Grantor

and

ELIZABETH GENE BLACKWOOD

Trustee and Executrix of the
ESTATE OF WILLIAM BELL PRUITT

SANDRA FAYE PRUITT

Beneficiary of Trust

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DECLARATION OF TRUST

DECLARATION OF TRUST, made as of April 20, 1994, among ESTATE OF WILLIAM BELL PRUITT, (herein after referred to as the "Grantor"), and ELIZABETH GENE BLACKWOOD, (hereinafter referred to as the "Trustee").

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the property more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Grantor desires to create an irrevocable trust of the property described in Exhibit A hereto, together with such monies, securities and other assets as the Trustee hereafter may hold or acquire hereunder (said property, monies, securities and other assets, together with any additions thereto received pursuant to the Grantor's last will and testament or otherwise, being hereinafter referred to as the "trust estate"), for the purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Grantor hereby irrevocably transfers, conveys, assigns and delivers to the Trustee as and for the trust estate the property more particularly described in Exhibit A hereto, to hold the same, and any other property which the Trustee hereafter may acquire, **IN TRUST**, for the purposes and upon the terms and conditions hereinafter set forth:

ARTICLE FIRST

Beneficiary Of Trust

The Trustee shall hold, manage, invest and reinvest the trust estate, shall collect the income therefrom, and is authorized to pay up to One Thousand Dollars and No Cents ($1.000.00) per month to SANDRA FAYE PRUITT, or shall apply the same for the benefit of SANDRA FAYE PRUITT, unless this would have the effect of

eliminating or reducing other benefits from any other source which would be received by SANDRA FAYE PRUITT.

Upon the death of SANDRA FAYE PRUITT, the balance of this trust at that time remaining, together with any accrued and unpaid income thereon, shall be paid and distributed to ELIZABETH GENE BLACKWOOD, if then living. If ELIZABETH GENE BLACKWOOD predeceases SANDRA FAYE PRUITT then the balance of this trust at that time remaining, together with any accrued and unpaid income thereon, shall be paid and distributed to JANICE ELOISE NOLEN-RUST.

ARTICLE SECOND

Use Of Principal

The Trustee is authorized, at any time and from time to time, to pay to, or apply to the use of, the beneficiary of any trust held hereunder, for such beneficiary's non-necessaries any part or all of principal of such trust as the Trustee may determine in her sole discretion, without necessarily taking into account other resources available to such beneficiary. No such payment shall be charged upon a subsequent division of the trust estate against the principal of any share which may be set apart for a beneficiary.

ARTICLE THIRD

Distributions To Minors Or Incompetents

In any case in which the Trustee is authorized or directed by any provision of this Agreement to pay or distribute income or principal to any person who shall be a minor or incompetent, the Trustee, in her sole discretion and without authorization of any court, may pay or distribute the whole or any part of such income or principal to such minor or incompetent personally, or may apply the whole or any part thereof directly to the health, education, maintenance or support of such minor or incompetent, or may pay or distribute the whole or any part thereof to the guardian, committee, conservator or other legal representative, wherever appointed, of such minor or incompetent or

to the person with whom such minor or incompetent may from time to time reside, or in the case of a minor, may pay or distribute the whole or any part thereof to a custodian for such minor under any gifts to minors or transfers to minors act. The receipt of the person to whom any such payment or distribution is so made shall be a sufficient discharge therefor, even though the Trustee may be such person.

The Trustee, in her sole discretion, may defer payment or distribution of any or all income or principal to which a minor may be entitled until such minor shall attain the age of twenty-one (21) years, or to make such payment or distribution at any time and from time to time, during the minority of such minor, holding the whole or the undistributed portion thereof as a separate fund vested in such minor but subject to the power in trust hereby given to the Trustee to administer and invest such fund and to use the income or principal thereof for the benefit of such minor as if such fund were held in trust hereunder. No bond or other security and no periodic accounts shall be required with respect to such fund, and the same shall be subject to commission as if it were a separate trust fund. The Trustee shall pay and distribute any balance of such fund to such minor when such minor shall attain the age of twenty-one (21) years. Except as is hereinabove provided, if such minor shall die before attaining the age of twenty-one (21) years, the Trustee shall pay and distribute such balance to the executors, administrators or legal representatives of the estate of such minor, or if there shall be no such legal representative, to such persons as would have inherited the same and in the same proportions as they would have taken if such minor had died intestate, unmarried, the absolute owner thereof and a resident of the State in which such minor shall die domiciled.

The word "minor", wherever used in this Article THIRD, shall mean any person who has not attained the age of twenty-one (21) years.

ARTICLE FOURTH

Irrevocability

This Agreement and the trusts created hereunder are irrevocable. The Grantor shall execute such further instruments as shall be necessary to vest the Trustee with full title to the property which is the subject of this Agreement.

ARTICLE FIFTH

Powers Of Trustee

In the administration of any property, real or personal, at any time forming a part of the trust estate, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers conferred on trustees under Section 35-50-110 of the Tennessee Code Annotated, as amended or any successor thereto, or otherwise provided by law, shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:

(a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments.

(b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable.

(c) To invest and reinvest in common or preferred stocks, securities, investment trusts, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries

under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments.

(d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable.

(e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder.

(f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges.

(g) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities.

(h) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee.

(i) To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created

hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable.

(j) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property.

(k) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and advance any income of the trust for the amortization of any mortgage on property held in the trust. As used herein the term "mortgage" includes mortgages, deeds of trust, mortgage deeds and all similar instrument.

(l) To lend money to the estate of the Grantor or to the trustee of any trust established by the Grantor and to purchase property from such estate or trustee, at such prices, and upon such terms and conditions, as the Trustee may deem to be fair and reasonable.

(m) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard.

(n) To make distribution of the trust estate or of the principal of any trust created hereunder in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, without regard to the income tax basis of the property distributed to any beneficiary of any trust.

(o) To allocate receipts and disbursements of the trust estate between income and principal as the Trustee in her discretion may determine.

(p) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers. No party to any such instruments or writings shall be obligated to inquire into its validity.

(q) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee. This Agreement, however, shall not be construed to permit any person to deal with the trust estate for less than adequate consideration, to borrow without adequate interest or adequate security, to exercise any

power of administration in a nonfiduciary capacity, or otherwise to act in such manner as to cause the Grantor to be treated as the owner of the trust estate or any part thereof.

No Trustee shall be liable for acts or omissions in administering the trust estate or any trust created by this Agreement, except for that Trustee's own actual fraud, gross negligence or willful misconduct. If any Trustee becomes liable as Trustee to any other person who is not a beneficiary in connection with any matter not within the Trustee's control and not due to the Trustee's actual fraud, gross negligence or willful misconduct, such Trustee shall be fully indemnified and held harmless by the trust estate and any trust created hereunder giving rise to such liability, as the case may be, against and in respect of any damages that such Trustee may sustain, including without limitation attorneys' fees. No successor Trustee shall incur any liability as a result of qualifying as a Trustee hereunder before receiving an account of the previous administration of the trust estate and the trusts created hereunder.

The Trustee is authorized, but not required, to accept any property transferred to the Trustee by any person during such person's lifetime or by such person's last will and testament. Any property so transferred to, and accepted by, the Trustee shall become a part of such trust or trusts created by this Agreement as such person shall direct and may be commingled with the other property in the trust or trusts to which such property has been added and shall be held, administered and disposed of as a part of such trust or trusts.

ARTICLE SIXTH

Banks Not Responsible For Administration

This trust is created with the express understanding that each bank at which an account is maintained shall have no responsibility as a depository of funds to see to the proper administration of this trust. Upon the transfer of the right, title and interest in and to any account by any Trustee hereunder,

the bank shall conclusively treat the transferee as the sole owner of such right, title and interest. Until the bank shall receive from some person interested in this trust written notice of any death or other event upon which a right to receive income or principal may depend, the bank shall incur no liability for payment made in good faith to persons whose interests shall have been affected by such event. The bank shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

ARTICLE SEVENTH

Appointment Of Trustee

The Grantor hereby appoints ELIZABETH GENE BLACKWOOD as Trustee hereunder. The Grantor hereby appoints JANICE ELOISE NOLEN-RUST, of DAVIDSON COUNTY, Tennessee, as successor Trustee hereunder in the event ELIZABETH GENE BLACKWOOD for any reason shall fail or cease to act as Trustee.

The Trustee shall have the right to resign at any time by giving written notice to the then income beneficiaries of each trust created hereby, or if none of the income beneficiaries of a trust are sui juris, to the persons sui juris who would be entitled to a share of the principal of such trust if it were then to terminate.

The term "Trustee" wherever used herein shall mean the trustee in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

No bond, surety or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any State or other jurisdiction to the contrary.

ARTICLE EIGHTH

Decisions Of Trustee Are Conclusive

The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor.

The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Agreement.

ARTICLE NINTH

Simultaneous Death

If any beneficiary under this Agreement shall die simultaneously with any other person upon whose death such beneficiary shall become entitled to receive either income or principal under this Agreement, or in such circumstances as to render it difficult or impracticable to determine who predeceased the other; then for purposes of this Agreement such beneficiary shall be deemed to have predeceased such other person. The provisions of this Agreement shall be construed as aforesaid, notwithstanding the provisions of any applicable law establishing a different presumption of order of death or providing for survivorship for a fixed period as a condition of inheritance of property.

ARTICLE TENTH

Rights Of Beneficiaries Are Not Assignable

No disposition, charge or encumbrance on the income or principal of any trust established hereunder shall be valid or binding upon the Trustee. No beneficiary shall have any right, power or authority to assign, transfer, encumber or otherwise

dispose of such income or principal or any part thereof until the same shall be paid to such beneficiary by the Trustee. No income or principal shall be subject in any manner to any claim of any creditor of any beneficiary or liable to attachment, execution or other process of law.

ARTICLE ELEVENTH

Construction

The validity and construction of this Agreement and the trusts created hereunder shall be governed by the laws of the State of Tennessee.

Wherever used in this Agreement and the context so requires, the masculine shall include the feminine and the singular shall include the plural, and vice versa.

The captions in this Agreement are for convenience of reference, and they shall not be considered when construing this Agreement.

If under any of the provisions of this Agreement any portion of the trust estate would be held in trust for longer than a date twenty-one years after the death of the last survivor of the Grantor and the beneficiaries hereunder now in being; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

ARTICLE TWELFTH

Binding Effect

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Grantor and upon the Trustee acting hereunder.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

Elizabeth Gene Blackwood

ELIZABETH GENE BLACKWOOD, Executrix
of the ESTATE OF WILLIAM BELL PRUITT
Grantor

Elizabeth Gene Blackwood

ELIZABETH GENE BLACKWOOD
Trustee

EXHIBIT A

TRUST ESTATE PROPERTY

Land in Davidson County, Tennessee, being Lot No. 112 on the Map of Miro Meadows Subdivsion, as of record in Book 1424, pages 94 and 95, Register's Office for said County, described as follows:

Beginning at a point in the easterly margin of Kirby Drive at the corners of Lots Nos. 111 and 112; thence with the line between said lots easterly 143 feet to the corner of Lots Nos. 87 and 112; thence with the line between said lots northerly 75 feet to the south margin of Kent Place; thence with the margin of the same westerly 123 feet to the beginning of a curve; thence around said curve southwesterly 31.42 feet to the easterly margin of Kirby Drive; thence with the margin of the same southerly 55 feet to the beginning.

Being the same property conveyed to William B. Pruitt and wife, Thelma C. Pruitt, by deed from Albert B. Harris and wife, Sara Roberts Harris, of Record in Book 2799, Page 115, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE)
) SS.:
COUNTY OF WILLIAMSON)

On this 20th day of April, 1994, before me personally appeared ELIZABETH GENE BLACKWOOD, Executrix of the ESTATE OF WILLIAM BELL PRUITT, known to me to be the person described in and who executed the foregoing instrument, and she acknowledged that she executed the same as her free and voluntary act and deed.

Lynn S Plummer
Notary Public
My commission expires on 11-14-95

STATE OF TENNESSEE)
) SS.:
COUNTY OF WILLIAMSON)

On this 20th day of April, 1994, before me personally appeared ELIZABETH GENE BLACKWOOD, Trustee, known to me to be the person described in and who executed the foregoing instrument, and she acknowledged that she executed the same as her free and voluntary act and deed.

Lynn S Plummer
Notary Public
My commission expires on 11-14-95

EXHIBIT B

EFILED 10/27/21 11:18 AM CASE NO. 21P1632 Richard R. Rooker, Clerk

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
(PROBATE DIVISION)

CARL VICTOR BLACKWOOD and ANDREA MARIE BLACKWOOD Petitioners	)	
Vs.	)	No. 21P1632
SANDRA FAYE PRUITT Respondent	)	

ORDER TO APPOINT SUCCESSOR TRUSTEE AND ALTERNATE SUCCESSOR TRUSTEE

This matter came before the Honorable Randy Kennedy on October 27, 21021 upon the Petition to Appoint Successor Trustee and Alternate Successor Trustee filed by Petitioners Carl Victor Blackwood and Andrea Marie Blackwood and joined in by Respondent Sandra Faye Pruitt. Attorney for the Petitioners, Robert H. Plummer, III, and the Petitioners Carl Victor Blackwood and Andrea Marie Blackwood appeared, however, the Respondent Sandra Faye Pruitt was unable to appear due to her medical condition causing her to be bedridden.

Upon testimony and the record, the Court finds as follows:

1. A Declaration of Trust was made as of April 20, 1994 by the Estate of William Bell Pruitt, Grantor and Elizabeth Gene Blackwood, Trustee and Executrix of the Estate of William Bell Pruitt naming Sandra Faye Pruitt as Beneficiary of said Trust.
2. Said Trust appointed Elizabeth Gene Blackwood as Trustee who died on March 11, 2021.
3. Said Trust appointed Janice Eloise Nolen-Rust as Successor Trustee who died on April 15, 2020.

EFILED 10/27/21 11:18 AM CASE NO. 21P1632 Richard R. Rooker, Clerk

4. That Petitioners Carl Victor Blackwood and Andrea Marie Blackwood are appropriate to be named Successor Trustee and Alternate Successor Trustee and that both are capable of managing said Trust.

THEREFORE, it appearing proper to the Court, it is hereby **ORDERED, ADJUDGED AND DECREED** that Carl Victor Blackwood shall be appointed as Successor Trustee and further, that Andrea Marie Blackwood shall be appointed as Alternate Successor Trustee for the Declaration of Trust made as of April 20, 1994 naming Sandra Faye Pruitt as Beneficiary of Trust.

ENTER this 27 day of Oct., 2021.

JUDGE RANDY KENNEDY

Approved for Entry:

ROBERT H. PLUMMER, III #029881
Attorney for Petitioners
104 South Margin Street
Franklin, TN 37064
(615) 790-1957
robert-plummer@live.com