Karen Johnson Davidson County
Batch# 934924 ORDER
10/27/2022 03:27:30 PM 14 pgs
Fees: $72.00 Taxes: $0.00
20221027-0116522

SEVENTH CIRCUIT COURT FOR THE TWENTIETH JUDICIAL DISTRICT
METROPOLITAN NASHVILLE/DAVIDSON COUNTY

IN RE:	)
	)
JOSEPH P. ELIAS, Deceased	) **Docket No.: 22P1602**
	)
	)
JOHN PAUL ELIAS, Petitioner	)

ORDER FOR PROBATE ONLY
ESTABLISHING MUNIMENT OF TITLE

Based upon an examination of the Petition, the decedent's Last Will and Testament dated July 13, 2017, the record as a whole, and the representations of counsel, the Court finds as follow:

1. Decedent died on June 15, 2022, at one hundred (100) years of age in Nashville, Tennessee.
2. Decedent's residence at time of death was 1005 Beech Bend Drive, Nashville, Tennessee.
3. Decedent left a Last Will and Testament of Joseph P. Elias ("Decedent's Last Will and Testament") which Petitioner contends was duly executed on July 13, 2017. Said instrument was duly signed and attested to by Chris Hoffmeyer and Jeremy Woods. A true copy is presented for the purposes contained herein, and attached hereto as **EXHIBIT A**.
4. Decedent owned real property located at 1005 Beech Bend Drive, Nashville, Tennessee 37221 ("1005 Beech Bend Drive"), more fully described as follows:

Being Lot No. 777 on the plan of Section Four, First Addition, Harpeth Woods, of record in Book 5200, page 635, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to JOSEPH P. ELIAS, by Warranty Deed from HUGH O. NASH III and MEGHAN E. INGLESON, on October 23, 2003, of record in Instrument Number 20031104-0161624, Register's Office for Davidson County, Tennessee. Decedent owned the subject real property as the sole owner, having such recorded liens and mortgage attached thereto. A Release from the Bureau of TennCare is attached as EXHIBIT B evidencing any existing recovery claims against the property.

5. Pursuant to Section 2.01 of Decedent's Last Will and Testament, JOHN PAUL ELIAS ("Decedent's adult son"), is the devisee designated to receive 1005 Beech Bend Drive.

Based upon these findings, the Court ORDERS, ADJUDGES, and DECREES the following

1. Decedent's Last Will and Testament dated July 13, 2017, is admitted to Probate for the purpose of establishing muniment of title in accordance with Tenn. Code Ann. 32-2-111, and in accordance with Decedent's Last Will and Testament and Tenn. Code Ann. 31-2-103, the owner of the Decedent's real property located at 1005 Beech Bend Drive, Nashville, Tennessee 37221 now being JOHN PAUL ELIAS.

ENTERED this _____ day of _____, 2022.

Judge Andra Hedrick

APPROVED FOR ENTRY:

JAMES M. ADCOX III, BPR #020603
Legacy Law Group, PLLC
216 Centerview Drive Suite 140
Brentwood, TN 37027
615-933-7636

CERTIFICATE OF SERVICE

This hereby serves as notice that a true and correct copy of the foregoing has been forwarded by U.S. Mail, postage prepaid, this 25th day of August 2022, to the following:

JOHN PAUL ELIAS
631 Harpeth Knoll Rd.
Nashville, TN 37221
Adult Son

JOSEPH ANDREW ELIAS
4678 Ironbridge Drive
Lexington, KY 40515
Adult Son

Case Title: ELIAS V ELIAS

Case Number: 22P1602

Type: FINAL ORDER

The foregoing is hereby ORDERED, ADJUDGED AND DECREED:

Judge Andra Hedrick, Seventh Circuit

Last Will and Testament
of
JOSEPH P. ELIAS

I, JOSEPH P. ELIAS, a resident of Nashville, Davidson County, Tennessee, revoke any prior Wills and codicils made by me and declare this to be my Last Will and Testament (*Will*).

Article One
Family Information

I am unmarried.

I have two children. They are:

JOHN PAUL ELIAS and

JOSEPH ANDREW ELIAS.

All references in my Will to "my children" are references to these children.

References to "my descendants" are to my children and their descendants, including descendants of any deceased child.

Article Two
Distribution of My Property

Section 2.01 Specific Distribution to JOHN PAUL ELIAS

I give and devise all my right, title, and interest in that real property recorded in Instrument Number 20031104-0161624 in the Register of Deeds Office for Davidson County, Tennessee, and is known as 1005 Beech Bend Drive, Nashville, TN 37211 to JOHN PAUL ELIAS. If JOHN PAUL ELIAS is deceased then this devise will instead be distributed to the descendants of JOHN PAUL ELIAS, *per stirpes*. If JOHN PAUL ELIAS has not then-living descendants, then this distribution will lapse and my Personal Representative shall distribute this property as a part of the residue of my estate.

Section 2.02 Specific Distribution to JOHN PAUL ELIAS

I give and bequeath any vehicle or vehicles owned by me at my death to JOHN PAUL ELIAS. If JOHN PAUL ELIAS is deceased then this devise will instead be distributed to the descendants of JOHN PAUL ELIAS, *per stirpes*. If JOHN PAUL ELIAS has not then-

living descendants, then this distribution will lapse and my Personal Representative shall distribute this property as a part of the residue of my estate.

Section 2.03 Distribution of the Residue of My Estate

I give, devise, and bequeath the residue of my estate outright and free of trust to my descendants, *per stirpes.*

Section 2.04 Alternate Disposition

If at any time no person or entity is qualified to receive final distribution of any part of my residuary estate, I give, devise, and bequeath that portion of my residuary estate to those persons who would inherit it had I then died intestate owning the property, as determined and proportioned under the laws of Tennessee then in effect.

Article Three
Designation and Succession of Fiduciaries

Section 3.01 Personal Representative

I nominate JOHN PAUL ELIAS as my Personal Representative. If JOHN PAUL ELIAS fails or ceases to act as my Personal Representative, I nominate JOSEPH ANDREW ELIAS as my successor Personal Representative.

Article Four
Powers of Fiduciaries

Section 4.01 Grant of Powers

My Personal Representative may perform every act reasonably necessary to administer my estate and any trust established under my Will. In addition to this general grant of powers, my Personal Representative is specifically authorized to:

> hold, retain, invest, reinvest, sell, and manage any real or personal property, including interests in any form of business entity including limited partnerships and limited liability companies, and life, health, and disability insurance policies, without diversification as to kind, amount, or risk of non-productivity and without limitation by statute or rule of law;
>
> partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, and contract;
>
> distribute assets of my estate in cash or in kind, or partly in each, at fair market value on the distribution date, without requiring *pro rata* distribution

of specific assets and without requiring *pro rata* allocation of the tax bases of those assets;

hold any interest in nominee form, continue businesses, carry out agreements, and deal with itself, other fiduciaries, and business organizations in which my Personal Representative may have an interest;

establish reserves, release powers, and abandon, settle, or contest claims; and

employ attorneys, accountants, custodians for trust assets, and other agents or assistants as my Personal Representative deems advisable to act with or without discretionary powers, and compensate them and pay their expenses from income or principal.

Section 4.02 Powers Granted by State Law

In addition to the above powers, Personal Representative may, without prior authority from any court, exercise all powers conferred by my Will by common law, or by Section 35-50-110 and Section 35-15-815, Tennessee Code Annotated, or other Tennessee statute or any other jurisdiction whose law applies to my Will. My fiduciaries have absolute discretion in exercising these powers. Except as specifically limited by my Will these powers extend to all property held by my Personal Representative until the actual distribution of the property.

Section 4.03 Distribution Alternatives

My Personal Representative may make any payments under my Will:

directly to a beneficiary;

in any form allowed by applicable state law for gifts or transfers to minors or persons under disability;

to a beneficiary's guardian, conservator, or caregiver for the beneficiary's benefit; or

by direct payment of the beneficiary's expenses.

A receipt by the recipient for any distribution will fully discharge my Personal Representative if the distribution is consistent with the proper exercise of my Personal Representative's duties under my Will.

Article Five
Administrative Provisions

Section 5.01 No Bond, Inventory, or Accounting

To the extent permissible by law, my Personal Representative is not required to give any bond, surety, or security to any court.

Furthermore, no Personal Representative of mine shall be required to furnish any inventory or accounting.

Section 5.02 Compensation and Reimbursement

My Personal Representative is entitled to reasonable compensation commensurate with services actually performed. In addition, my Personal Representative is entitled to reimbursement for reasonable expenses incurred.

Section 5.03 Ancillary Personal Representative

If any ancillary administration is required or desired, and my domiciliary Personal Representative is unable or unwilling to act as an Ancillary Personal Representative, my domiciliary Personal Representative may have power to designate, compensate, direct, and remove an Ancillary Personal Representative. The Ancillary Personal Representative may either be a person or a corporation. My domiciliary Personal Representative may delegate to the Ancillary Personal Representative any powers granted to my domiciliary Personal Representative as my domiciliary Personal Representative considers to be proper, including the right to serve without bond or without surety on bond. The net proceeds of the ancillary estate will be paid over to the domiciliary Personal Representative.

Article Six
Taxes, Claims, and Expenses

I direct that my Personal Representative pay the expenses of my last illness, of my funeral, and of my estate's administration from my residuary estate. My Personal Representative shall pay all estate, inheritance and similar taxes payable with respect to property included in my estate, whether or not passing under my Will, and any interest or penalties, from my residuary estate without apportionment and with no right of reimbursement from any recipient of any estate property.

Article Seven
General Provisions

Section 7.01 Adopted and Afterborn Persons

A legally adopted person in any generation and that person's descendants, including adopted descendants, have the same rights and will be treated in the same manner under this Will as natural children of the adopting parent if the person is legally adopted before turning 18 years old. If an adoption was legal in the jurisdiction it occurred in at that time, then the adoption is considered legal.

A fetus *in utero* that is later born alive will be considered a person in being during the period of gestation.

Section 7.02 Maximum Term for Trusts

Notwithstanding any other provision of my Will to the contrary, unless terminated earlier under other provisions of my Will, each trust created under my Will will terminate 21 years after the last to die of the descendants of my maternal and paternal grandparents, who are living at the time of my death.

At that time, the remaining trust property will vest in and be distributed to the persons entitled to receive mandatory distributions of net income of the trust and in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of net income of the trust, in equal shares *per stirpes*.

Section 7.03 Contest Provision

If any person directly or indirectly attempts to contest or oppose the validity of my Will, (including any codicil to my Will), or commences, continues, or prosecutes any legal proceedings to set my Will aside, then that person will forfeit his or her share, cease to have any right or interest in my estate, and will, for purposes of my Will, be deemed to have predeceased me.

Section 7.04 Survivorship Presumption

If any beneficiary is living at my death, but dies within 30 days after my death, then the beneficiary will be considered to have predeceased me.

Section 7.05 Applicable Law

The validity and construction of my Will will be determined by the laws of the State of Tennessee.

Section 7.06 No Contract to Make Will

I have not entered into any contract, actual or implied, to make a Will.

Section 7.07 Construction

Unless the context requires otherwise, words denoting the singular may denote the plural, and words indicating the plural may denote the singular. As the context requires, words of one gender may denote another gender.

Section 7.08 Headings and Titles

The headings and paragraph titles are for reference only.

Section 7.09 Internal Revenue Code, IRC, or Code

References to the Internal Revenue Code, the IRC or the Code refer to the Internal Revenue Code of the United States. References to specific sections of the Code apply to any sections of similar import that replace the specific sections due to changes to the Internal Revenue Code made after the date of my Will.

Section 7.10 Other Definitions

Except as otherwise provided in my Will, terms will be interpreted as defined in the Tennessee Probate Code as amended after the date of my Will and after my death.

[*Remainder of This Page Intentionally Left Blank*]

Section 7.11 Severability

If any part of this instrument is determined to be void or invalid, the remaining provisions will continue in full force and effect.

I signed this will on the 13th day of July, 2017.

JOSEPH P. ELIAS

On the date last above written, we saw JOSEPH P. ELIAS, in our presence, sign the foregoing instrument at its end. He then declared it to be his will and requested us to act as witnesses to it. We then, in his presence and in the presence of each other, signed our names as attesting witnesses, believing him at all times herein mentioned to be of sound mind and memory and not acting under constraint of any kind.

at: 216 Centerview Drive, Suite 140
Brentwood, TN 37027

at: 216 Centerview Drive, Suite 140
Brentwood, TN 37027

AFFIDAVIT OF WITNESSES TO PROVE WILL

Personally appeared before me, the undersigned Notary Public, Chris Hoffmeyer and Jeremy Woods, who each being separately and duly sworn, each for himself/herself on his/her oath or affirmation disposes and says:

1. That I am the witness whose name is signed to the Last Will and Testament of JOSEPH P. ELIAS;
2. That JOSEPH P. ELIAS, the testator, in the presence of each us, signed the Will willingly after declaring it be his Last Will;
3. That we, as witnesses, signed and witnessed the Will in the presence of the testator and in the presence of each other;
4. That each of us believes that the testator was of sound mind and memory and under no constraint or undue influence whatsoever when he signed his Will; and
5. That we, as witnesses, and the testator are each at least eighteen (18) years of age.

Witness

Witness

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Subscribed and sworn to before me this 13th day of July, 2017.

MATTHEW D. FAULK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires MAR. 30, 2021

Notary Public

My Commission Expires: _____

Tennessee Certification of Electronic Document

I, JAMES M. ADCOX III, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on October 20, 2022 (date of document).

James M. Adcox III

Signature

October 20, 2022

Date

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Sworn to and subscribed before me this 20th day of October, 2022.

Rachel Schow

Notary Public

My Commission expires: 3/5/26

RACHEL SCHOW
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMM. EXPIRES 03/03/2026