This instrument prepared by:
Tennessee Title Services, LLC
7000 Executive Center Dr. Ste. 290
Brentwood, TN 37027
FILE NO MQ-24-3429

Map and Parcel: Property 1:
051-03-0-156

Karen Johnson Davidson County
Batch# 1195217 AFFIDAVITH
10/18/2024 10:18:30 AM 10 pgs
Fees: $52.00 Taxes: $0.00
20241018-0080934

AFFIDAVIT AS TO HEIRS
of
JULIA RUTH WILLIAMS
(Pursuant to T.C.A. §30-2-712)

State of Tennessee
County of Sumner

On the 7th day of August, 2024, before me personally appeared **Sandy Saunders**, "the Affiant", to me personally known, who being by me duly sworn, on oath did say that Affiant is over eighteen (18) years of age and is familiar with the family history of **Julia Ruth Williams**, formerly known as Julia Ruth Stewart, "the Decedent."

And That the Affiant knew the Decedent for over 15 years and is familiar with Decedent's family history as they have been **family friend** during this time period.

And that said Decedent died on or about **June 22, 2023**, **a widow(er)**, having been predeceased by their spouse, **Marion Williams**, who died on or about **November 18, 2009**.

Title to the herein described real property in **Davidson** County, Tennessee was vested in **Julia Ruth Williams**, the Decedent:

See attached "Exhibit A"

Affiant further states that the Decedent left surviving the following persons as heirs or otherwise interested in the estate, and that such persons are over the age of twenty-one years unless otherwise stated:

Name	Relationship to Decedent
Kenneth Roger Stewart, Jr.	**Son**
Robert Stewart	**Son**
Ruth Luthy	**Daughter**

Affiant states that the Decedent left no other children, adopted children, or descendants of deceased children or adopted children except as listed above, thereby leaving: **Kenneth Roger Stewart Jr., Robert Stewart, and Ruth Luthy,** as all the heirs of **Julia Ruth Williams.**

And said decedent did leave a Last Will and Testament that will not be probated. It is attached as "*Exhibit B*."

This affidavit is given for the express purpose of clearing title to the aforementioned parcel of real property.

State of Tennessee
County of Sumner

I, **Sandy Saunders**, the Affiant, being first duly sworn, make oath that I have read the foregoing Affidavit of Heirship and that the facts contained therein are true and correct to the best of my knowledge, information, and belief. That Affiant acknowledges and agrees that all statements and representations in this Affidavit will be relied upon by Tennessee Title Services, LLC, First American Title Insurance Company, Chicago Title Insurance company, Westcor Title Insurance Company and/or Stewart Title Guaranty Company and Affiant agrees to indemnify the aforesaid law firm and title company(ies) against any loss or damage if the information provided herein is fraudulent and/or false.

Sandy (Sandra) Saunders
Sandy Saunders

Sworn to and subscribed before me on this 7th day of August, 2024.

Notary Public
My Commission Expires: 8/20/24

(Notary Seal)

CASSIE PULLEY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES AUGUST 20, 2024

EXHIBIT A

Property 1:
Land in Davidson County, Tennessee, being Lot No. 56 on the Plan of Stratton Heights, as of record in Book 1835, Page 13, Register's Office for Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Kenneth R. Stewart and wife, Julia Ruth Stewart by Warranty Deed from H.E. Brinkley and wife, Louise Brinkley, of record in Book 2274, Page 371, Register's Office for Davidson County, Tennessee, dated April 09, 1954 and recorded April 13, 1954.

Being the same property conveyed to Julia Ruth Stewart, by Final Decree from Kenneth R. Stewart, of record in Book 4600, Page 141, Register's Office for Davidson County, Tennessee, dated June 25, 1971 and recorded May 10, 1972. The said Julia Ruth Stewart, now known as Julia Ruth Williams, died on or about June 22, 2023.

Exhibit B

The Will

of

Julia J. Williams

My Will. My name is Julia J. Williams. I am a resident of the State of Tennessee. This is my Will. I revoke any earlier dated Will of mine.

My Family. My Husband's name is Marion L. Williams. The names of my children are: Ruth Luthy, Roger Stewart, and Robert Stewart. My stepson is named Danny Williams. In my Will, I refer to these four individuals as "my children."

Appointment of Personal Representative. I appoint Kenneth Roger Stewart, Jr., to serve as Personal Representative of my Will. If he cannot or will not serve, I appoint Ruth Luthy to so serve.

Bond and Inventory. I excuse my Personal Representative and my Trustee from making bond and of filing an Inventory with, and accounting to, the Court.

Funeral and Administration Expenses. My Personal Representative should pay my funeral expense (including the cost of a grave marker), and the Administration Expenses of my estate as soon as possible after my death.

Debts. My Personal Representative shall pay my lawful debts. If permitted by law, my Personal Representative may pay a debt without requiring the creditor to file a claim. I suggest that my Personal Representative consult with the attorney for my estate before paying any debt.

Tangible Personal Property. Unless otherwise specifically set forth in this Will or a Written Memorandum, if my husband Marion survives me for 30 days, I give all of my Tangible Personal Property to him. If he does not survive me, I give all of my Tangible Personal Property to my children.

If my children cannot divide my Tangible Personal Property agreeably, my Personal Representative may sell all or part of my Tangible Personal Property at a public sale, or at a private sale at which the bidders are limited to my children (including a descendant of a deceased child), or my Personal Representative may dispose of all or part of my Tangible Personal Property in any other manner my Personal Representative considers proper. A Personal Representative who is the beneficiary may purchase at either the public or private sale. The Personal Representative shall divide the sales proceeds equitably among my children.

My Personal Representative also may give any part of my Tangible Personal Property not wanted by a beneficiary to some worthy charity or individual.

Written Memorandum. I may prepare a written memorandum concerning the disposition of Tangible

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Personal Property. I request that my wishes as set forth in this memorandum be observed. If no such memorandum is found within 60 days following my death, then all of my Tangible Personal Property shall be distributed as otherwise provided in this Will.

Disposition of Residuary Estate. If my husband Marion dies before I do, or does not survive me for more than 30 days, I give all of the remainder of my property to my children, in equal shares. If my husband survives me for longer than 30 days, I hereby bequeath the remainder of my estate to Kenneth Roger Stewart, Jr., the Trustee of the Marion L. Williams Special Needs Trust. If he is unable or unwilling to serve, I appoint Ruth Luthy as Trustee.

N/A This trust continues for the life of Marion L. Williams as Beneficiary and is not revocable. The Trustee shall hold, manage, and distribute the trust estate for the benefit of the Beneficiary as follows:

A. Purpose and Intent.

The purpose of this Trust is to provide for the greatest degree of security for Beneficiary and to preserve and enhance the assets of this Trust in order to provide for Beneficiary's lifelong care while still maintaining the Beneficiary's actual or potential eligibility for public benefits programs. This Trust is created expressly to benefit Beneficiary by providing for the special needs and supplemental care, in addition to benefits for which Beneficiary may be eligible from any local, state or federal agency, or through any private or public profit or non-profit source, and not to supplant any such benefits.

Likewise, the intent of this Trust is to provide a system for handling funds, fiscal management, administration and disbursement, respite care, personal attendant services, advocacy, social development services, rehabilitation, care, education, training and guidance for the sole benefit of Beneficiary.

B. Distributions for Special Needs.

At the sole and absolute discretion of the Trustee, the Trustee shall distribute so much income and principal to or for the benefit of Beneficiary as the Trustee shall determine in order to provide special needs and supplemental benefits to the Beneficiary not provided by or through private or governmental assistance programs. All distributions shall be based primarily upon Beneficiary's best interest. No Trust income or principal shall be paid or expended for Beneficiary so long as the Trustee determines there are sufficient resources available for Beneficiary's care, support, comfort and welfare from any governmental or private programs.

Moreover, the Trustee may make distributions of trust assets to meet any need not fully met by public or private benefit programs; pay to or for Beneficiary's benefit that amount that does not exceed the state or federal regulations for maximum supplemental income; and repay any, some or all of any amounts owed to the Social Security Administration if an overpayment of benefits to Beneficiary has been made, either prior to or subsequent to the establishment of this Trust, in order to prevent a loss of SSI or other related government assistance by Beneficiary.

Although the intent of this trust is to preserve Beneficiary's eligibility for public benefits, the overriding goal of the trust is to ensure Beneficiary's good health, safety and welfare. The Trustee may therefore make distributions that may result in a loss or reduction of public benefits if the Trustee determines that

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such distributions are in the best interests of the Beneficiary. Specifically, the Trustee is not prohibited from making distributions for food, clothing, and shelter for the Beneficiary. The availability of public benefits to pay for a specific need shall not deprive the Trustee of the authority, in the Trustee's discretion, to make distributions of trust assets for the specific need, even if the distributions cause the loss or reduction of public benefits.

C. Distribution Guidelines.

In making any distribution, the Trustee shall:

1. Consider any other income or resources of Beneficiary known to the Trustee and reasonably available;

2. Take into consideration Beneficiary's entitlement to benefits from any government agency, such as federal SSDI, SSI, food stamps, Medicare, Medicaid, welfare, and any other special purpose benefits for which Beneficiary is or may be or become eligible;

3. Consider resource and income limitations of any such assistance program;

4. Not be obligated to or compelled to make such payments, as it is the trustor's intent that, in exercising discretion, the Trustee may act arbitrarily, if the Trustee acts at all, because the Trustee is to be guided solely by his or her own judgment as to what distributions, if any, should be made to further the interests of the Beneficiary;

5. Not be liable for any loss of benefits which may occur as a result of Trustee's good faith actions in the administration of this trust.

D. No Availability of Trust Funds for Reimbursement of Public Benefits.

The beneficial interest in this trust shall in no way affect the Beneficiary's entitlement to Supplemental Security Income, Medicaid, Social Security, Veterans Administration, Medicare, TRICARE, CHAMPUS, disability, or other governmental benefits; or benefits from any private agency providing services or benefits to elderly, handicapped or disadvantaged persons.

In the event the Trustee is requested by any department or agency to release principal or income of the Trust Estate to or on behalf of Beneficiary to pay for equipment, medication or services which other organizations or agencies are authorized to provide were it not for the existence of this Trust, or in the event the Trustee is requested by any department or agency administering such benefits to petition a court or administrative agency for the release of trust principal or income for this purpose, or in the event any department or agency shall terminate payment or eligibility for any benefits to Beneficiary based upon the existence of or payments from this Trust, the Trustee is authorized to deny and contest such request or termination through administrative or judicial action and to defend any contest or other attack of any nature on this Trust and the public assistance program eligibility of Beneficiary. Trustee is also authorized to settle or otherwise compromise, in whole or in part, any such claim or litigation. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Trust.

E. Administration Expenses.

The Trustee is authorized to pay out of the income or principal of this Trust any expenses of administration related to the Trust, including reasonable trustee's and attorney's fees, fees and expenses relating to the administration or termination of a guardianship or any legal action commenced by or on behalf of Beneficiary prior to Beneficiary's death. The

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Trustee should further consider purchasing a reasonable burial plan and paying the expenses relating to Beneficiary's funeral and burial during Beneficiary's lifetime.

F. Acquisition and Maintenance of Residential Real Estate.

The Trustee may purchase or maintain an interest in real estate as an asset of the trust, without liability for loss or depreciation in value and even though it may be non-productive property. The Trustee may purchase, maintain, improve or replace a residence or any interest in a residence where the Beneficiary may reside, whether by purchase, lease or purchase of an interest in any such residence, including any portion of a residence which may be owned by a family member. The Trustee may acquire furnishings, make home improvements and provide for regular household assistance to Beneficiary and pay for the continued upkeep and maintenance of the realty. The Trustee may permit Beneficiary's occupancy or use without charge in such manner as, in the opinion of the Trustee, best serves Beneficiary's needs, without the necessity of turning such property into cash or gaining an income therefrom.

The Trustee is expressly authorized, in its absolute discretion, to permit any family member of Beneficiary, who is residing now or at any time in the future upon any real property forming a part of the Trust Estate to continue residing there on such terms as the Trustee shall deem proper, whether rent free or in consideration of payment of taxes, insurance, maintenance, and ordinary repairs, or otherwise.

Powers of the Trustee. The Trustee (including any successor trustee) using reasonable discretion with respect to all property, real and personal, at any time forming part of the trust estate, may exercise any and all powers granted to a fiduciary set forth in the Tennessee Uniform Trust Code, Section 74. The provisions of this statute are incorporated into this instrument by reference as if fully copied out here verbatim. These powers are granted even though this statute may be amended later or repealed at the time of my death.

The Trustee's discretion, however, as to distributions from the trust estate shall be limited as specifically provided herein.

If the Trustee believes that the principal amount in the trust does not warrant the costs of continuing the trust, its administration would be impracticable, or the express purpose of this trust cannot be accomplished, the Trustee may terminate this trust.

Rule Against Perpetuities. Anything to the contrary notwithstanding, the trustee of any trust created herein shall terminate and distribute the principal and income of any such trust one day prior to the date 21 years after the death of the last surviving child of mine or issue of a child of mine living at my death. At such time, each separate share of any trust created hereunder shall be distributed outright to the then income beneficiary of such share. The termination of any such trust is intended to occur within the permissible period under the relevant application of the rule against perpetuities.

Spendthrift Provision. To the extent permitted by law, neither the principal nor income of this trust shall be liable for the debts of any beneficiary. The interest of any beneficiary in the principal or income of any trust estate herein created shall not be subject to the claims of any creditor or be involuntarily or voluntarily

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transferred, assigned, alienated, anticipated, encumbered, or otherwise disposed of. Because this trust is to be conserved and maintained for the supplemental needs of the Beneficiary, no part of the corpus, principal or undistributed income shall be subject to the claims of voluntary or involuntary creditors for the provision of care and services, including residential care, by any public or governmental entity, office, department, or agency. For purposes of determining the Beneficiary's eligibility for such benefits, no part of the principal or income of the trust estate shall be considered available to the Beneficiary. The assets of this trust shall at all times be free of the claims of all governmental bodies.

If a claimant attempts to reach the Beneficiary's interest at time of distribution, the Trustee may transfer that distribution to third parties who will provide services or benefits to the Beneficiary or the Beneficiary's dependents in any manner that the Trustee decides in the Trustee's sole discretion.

Termination of Trust. At the death of the Beneficiary, this trust shall terminate and the Trustee shall distribute the remaining assets to my children, in equal shares.

Real Estate. My realty and all income derived from my realty during administration of my estate are part of my probate estate. Disposition of the realty is governed by my Will and the realty does not pass directly to a beneficiary. The realty is subject to all the powers of the Personal Representative, including but not limited to the power of sale.

Interpretive Provisions. Unless I clearly state otherwise in my Will, I intend for the provisions of Tennessee Code Annotated §§ 32-3-104 and 105 to apply so that the descendant of a deceased beneficiary will take the place of the deceased beneficiary under the same terms and conditions as the deceased beneficiary, regardless of whether the beneficiary died before or after me.

This Will consists of 5 pages (each of which I have signed or initialed). I now sign this document as my Will on December 20, 2004 , and pursuant to TENN. CODE ANN. § 32-2-110, I request the attesting witnesses to make the Affidavit attached to this Will.

Julia J. Williams, Testator

Attest to Execution of this Will:

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Prepared by Timothy L. Takacs, Attorney at Law, Hendersonville, TN

State of Tennessee
County of Sumner

AFFIDAVIT

Lisa J. Love and Bo C. Siler, after having been first duly sworn, make oath

1. That they are the witnesses to the Will of , the Testator, dated on December 20, 2004.

2. That the Testator indicated to the witnesses that the document the Testator was signing was a Will.

3. That this Will was signed by the Testator in their presence.

4. That they, at the request of Testator, and in the sight and presence of the Testator and in the sight and presence of each other, signed their names as witnesses to this Will as requested.

5. In their opinion, the Testator was over the age of eighteen years and appeared to be of sound mind and disposing memory.

Lisa J. Love

Lisa J. Love

Bo C. Siler

Bo C. Siler

Sworn to and subscribed before me on December 20, 2004

Notary Public

My Commission Expires: 8/11/2006

CAROL N. [illegible] STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

True Copy Certification

I, **Tonya Cherry,** 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 this the 7 day of ~~October~~ August, 2024.

Affiant Signature
Date 10/17/24

State of TENNESSEE
County of DAVIDSON

Sworn to and subscribed before me this the 17 day of October, 2024.

Notary's Signature
MY COMMISSION EXPIRES: _____

