STATE OF TENNESSEE

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IN RE: ***GARLAND TOMMIE MATTHEWS***

Docket No: ***25P214***

Karen Johnson Davidson County
Batch # 1252031 WILL
03/25/2025 02:10:15 PM 7 pgs
Fees: $37.00 Taxes: $0.00
20250325-0022362

I, JOSEPH P. DAY, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the document heretofore entered in the above styled case on February 4, 2025 in the Seventh Circuit Court for Davidson County, Tennessee, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, on March 25, 2025.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: D. Edmondson

Deputy Clerk

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FILED
FEB - 4 2025
JOSEPH P. DAY, Clerk
By _____ Deputy

LAST WILL & TESTAMENT OF

Garland Thomas Matthews, Sr.,

I, Garland Thomas Matthews, Sr., born May 4, 1927, being a resident and citizen of Davidson County, Tennessee, being of sound and disposing mind and memory, over the age of eighteen years, and not acting under any duress, menace, fraud, mistake, or undue influence, do hereby make, publish, and declare this to be my Last Will & Testament, herein referred to as this 'Will,' and hereby expressly revoke any Will and Codicil I may have previously made.

I. FAMILY

I have four (4) children, Raymond E. Matthews, Deborah Matthews Evans, Mary Ann Davis, and Garland T. Matthews, Jr., of whom are not to receive under this Will or from my estate whatsoever. I am the widower of Gwendolyn B. Matthews, who is the mother of Donna Jordan, my stepdaughter. LaTonya Ellis is a child of Donna Jordan, and Caleb Deshaun Ellis is the son of Latonya Ellis.

II. REAL PROPERTY

This Will, and my Executor thereof, shall control the management and conveyance of all real property in which I have an interest, in whole or in part, upon my death. I, hereby, will, devise, bequeath and give all of my interest in and to all of my real property, if I own real property upon my death, that is not otherwise effectively disposed of, according to the residuary estate.

III. RESIDUARY ESTATE

I, hereby, will, devise, bequeath and give all the rest, residue, and remainder of my property and estate of whatsoever kind and character, wherever located, including but not limited to real and personal property, in which I may have an interest upon my death and which is not otherwise effectively disposed of (herein the "residuary estate"), in equal shares, to Donna Jordan, LaTonya Ellis, and Caleb Deshaun Ellis, if surviving me, and if predeceasing me, then the share to that beneficiary shall lapse, and pass equally to the survivors of Donna Jordan, LaTonya Ellis, and Caleb Ellis; but, if none survive me, then to my church, the Kayne Ave. Missionary Baptist Church, located in Nashville.

IV. EXECUTOR

I hereby appoint LaTonya Ellis as Executor of this Will, however, in the event that she shall predecease me, or, for any reason, shall fail to qualify or cease to act as my Executor, I appoint Donna Jordan, to serve as my Executor. My Executor, and successor thereto, shall serve without any bond, and I hereby waive the necessity of preparing or filing any inventory, accounting, or appraisal of my estate, unless specifically stated otherwise herein. My Executor, and successor thereto, shall serve without any bond, and I hereby waive the necessity of

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preparing or filing any inventory, accounting, or appraisal of my estate, unless specifically stated otherwise herein.

My Executor shall be authorized to carry out all provisions of this Will and pay, out of my residuary estate, my funeral expenses, my just obligations and all of my just debts (except debts secured by mortgages or other security instruments) that may be probated, registered and allowed against my estate, including the costs of the administration of my Will and Estate. However, this provision shall not extend the statute of limitations for the payment of debts or enlarge upon my legal obligation or any statutory duty of my Executor to pay debts. My Executor is also authorized to pay for the expenses which may be incurred in reasonably safeguarding or delivering any bequest and other reasonable or necessary expense associated with carrying out my Will. I direct that my residuary estate pay, without apportionment, all estate, inheritance, succession, and other taxes, together with any interest or penalty thereon (except any generation-skipping taxes imposed by the IRS or by any state), assessed by reason of my death, imposed by the U.S. government, or any state or territory thereof, or by any foreign government or political subdivision thereof, in respect of all property required to be included in my gross estate or for tax purposes by any of such governments, whether the property passes under this Will or otherwise, including property over which I have a taxable power of appointment, without contribution by any recipient of any of such property.

V. DEALING WITH EXECUTOR

No person dealing with my Executor shall be bound to inquire into his or her capacity to act on behalf of my estate, or the propriety of any actions taken by the same, or the application of any monies paid or properties transferred. Purchasers from, lenders to and others dealing with them shall not be required to inquire as to the occasion for such sale, loan or other transaction, nor to see to the application of the purchase, loan or other money or property. Written receipts and/or canceled checks retained by my Executor shall be good and sufficient discharges for the sum therein stated to have been received. Transfer agents and other persons dealing with my Executor may deal with them as if they were the sole owner of the subject property.

VI. FIDUCIARY POWERS

I direct that my Fiduciary (e.g., Executor) shall have broad discretion in the administration of my Estate, and any trust created herein, without the necessity of Court approval and I authorize my Fiduciary to do every act and thing necessary or appropriate for the complete administration of my Will and of any trust created herein. I grant unto my said Fiduciary all applicable powers listed, enumerated, or described, or referred to, in the introductory paragraph and/or in any of the thirty three numbered sub-paragraphs of T.C.A. § 35-50-110, as it is in its present form, together with any additional powers and/or clarifications thereof which may be added by the legislature of Tennessee subsequent to execution of this Will and which become effective prior to the date of my death (all of which are hereby incorporated herein by this reference as if they were copied herein verbatim), and to the extent not prohibited by the laws of Tennessee, the following non-exhaustive list of additional powers: (1) The power of any Fiduciary may be transferred to his or her successor as may be required to carry out the instructions herein; (2) All rights, duties and powers as well as immunities given to my Fiduciary

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shall continue after termination of the estate and trusts created herein and until any fiduciary obligations of any third parties with respect to the application of assets entrusted to them have been made and distributed; (3) To collect the proceeds of life insurance policies without qualifying in court. No bond shall be required and any action taken by my Fiduciary shall constitute full acquittance to the insurance company or its agents; (4) To appoint a substitute executor or trustee, respectively, to serve in their stead; (5) To purchase or discontinue (without liability) life insurance or other death benefit plan on the life or lives of any person or persons in whom any beneficiary of any trust created in this Will has an insurable interest; (6) To exercise all of the powers, rights and discretions granted by virtue of any "Uniform Trustees' Powers Law," "Probate Code," and/or any other Act, Law, or Code so similarly themed adopted by the State of Tennessee; (7) To compromise claims and to abandon property which, in my Fiduciary's opinion is of little or no value; (8) To purchase or otherwise acquire and to retain any and all stocks, bonds, notes or other securities, or shares or interest in investment trusts and common trust funds, or in any other property, real, personal or mixed, as my Fiduciary may deem advisable, whether or not such investments or property be of the character permissible by fiduciaries, without being liable to any person for such retention or investment; (9) To settle, adjust, dissolve, windup or continue any partnership or other entity in which I may be a partner or that I may own an interest or equity interest at the time of my death, subject, however, to the terms of any partnership, operating agreement or other agreement to which I am a party at the time of my death. I authorize my Fiduciary to continue in any partnership, LLC, Company or other entity for such periods and upon such terms as they shall determine. My Fiduciary shall not be disqualified by reason of being a partner, equity owner or title holder in such firm from participating on behalf of my estate in any dealings herein authorized to be carried on between my Fiduciary and the partners or equity owners of any such partnership or other entity; (10) To lease, sale, lease to purchase or retain, any real or personal property for such time and upon such terms and conditions and in such manner as may be deemed advisable by my Fiduciary, all without court approval; (11) To sell, exchange, assign, transfer and convey any security or property, real or personal, held in my estate, or in any trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as my Fiduciary may deem advisable according to my desire and this Will, or any trust herein created. I hereby waive any requirement of issuing summons, giving notice of any hearing, conducting or holding any such hearing, filing bond or other security, or in any way obtaining court authority or approval for any such sale, exchange, assignment, transfer or conveyance of any real or personal property; (12) To pay all necessary expenses of administering the estate and any trust including taxes, trustees' fees, fees for the services of accountants, agents and attorneys, and to reimburse said parties for expenses incurred on behalf of the estate or any trust herein; (13) Unless otherwise specifically provided, to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or in an undivided interest therein, or partly in cash and partly in other property, and to do so with or without regard to the income tax basis of specific property allocated to any beneficiary and without making pro rate distributions of specific assets; (14) To determine what is principal and what is income with respect to all receipts and disbursements; to establish and maintain reserves for depreciation, depletion, obsolescence, taxes, insurance premiums, and any other purpose deemed necessary and proper by them and to partite and to distribute property of the estate or trust in kind or in undivided interests, and to determine the value of such property; (15) To participate in any plan of reorganization, consolidation, dissolution, redemption, or similar proceedings involving assets comprising my estate or any

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trust created herein, and to deposit or withdraw securities under any such proceedings; (16) To perform such acts, to participate in such proceedings and to exercise such other rights and privileges in respect to any property, as if she or he were the absolute owner thereof, and in connection therewith to enter into and execute any and all agreements binding my estate and any trust created herein; (17) To compromise, settle, compound, or adjust, submit to arbitration, or abandon on such terms as the fiduciary may deem advisable, any claim or demand by or against my estate or any trust, to litigate any such claims, including, without limitation, any claims relating to estate or income taxes, or agree to rescind or modify any contract or agreement; (18) To borrow money from such source or sources and upon such terms and conditions as my Fiduciary shall determine, and to give such security therefore as my Fiduciary may determine; and, (19) All other powers conferred upon Executors of estates and Trustees at common law, without limitation. All authorities and powers hereinabove granted unto my Fiduciary shall be exercised from time to time in his or her sole and absolute discretion and without prior or further license, authority or approval of any Court, and I intend that such powers be construed in the broadest possible extent, unless limited herein.

VII. MISCELLANEOUS PROVISIONS

A. Disclaimer or Renunciation, in whole or in part, may be made by any beneficiary hereto; and to the extent of such, he or she shall be deemed to have predeceased me.

B. In the event that any property or interest in property passing under this Will, by operation of law, or otherwise by reason of my death shall be encumbered by mortgage or lien or shall be pledged to secure any obligation (whether the property or interest so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not be charged to or paid from my estate, but that the devisee, legatee, joint owner taking by survivorship, or beneficiary receiving such property or interest in property shall take it subject to all encumbrance existing at the time of my death.

C. My funeral and burial arrangements shall be made at the sole discretion of my Executor according to my known wishes, if any.

D. If any beneficiary of this Will shall die within ninety (90) days of my death, I shall be deemed to have survived such person.

E. If any beneficiary herein is indebted to me at the time of my death, and a Promissory Note payable to me evidences said debt, then such person's portion of my estate shall be diminished by the amount of such debt.

VIII. CONSTRUCTION INTENTIONS

I intend that this Will be interpreted according to the following provisions: (1) "Executor" includes "Executrix" and "Personal Representative," and vice versa, as to each; (2) the masculine gender shall be deemed to include the feminine as well as the neuter, and vice versa, as to each of them; the singular shall be deemed to include the plural, and vice versa; (3) "Testator" as used herein is deemed to include me as Testator or Testatrix, as appropriate; (4) the term "or" as used herein is deemed to include "and/or;" (5) this Will is not a result of a contract

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between myself and any beneficiary, fiduciary or third party and I may revoke this Will at any time; (6) an appointed successor Executor is also referred to by the word "Executor," "Trustee," or "Fiduciary," and vice versa to each as appropriate; (7) "Lineal descendent" or "issue" is defined to identify all persons who have descended a common ancestor, by birth or adoption, and is to be interpreted so as to insure that living parents do not share any distributions of principal with their issue, but rather the parent would take to the exclusion of lineal descendants or issue, unless specifically stated otherwise herein; (8) the headings and labels herein are for convenience only and are not a part hereof, and shall not be used to interpret or otherwise modify any provision or clause herein; and, (9) the laws of the State of Tennessee shall govern this Will.

IX. IN TERROREM

In the event any person shall file or cause to be filed, a Will Contest or any sort of suit or pleading which challenges the validity of this Will or which questions my competence to make this Will or which challenges any provision hereof, I direct that neither such person nor anyone claiming by, through or under such party, shall receive no part of my estate, whatsoever, whether under my Will or by virtue of the laws governing intestate succession in Tennessee.

X. SEVERABILITY & SURVIVAL

Each section, subsection, paragraph, sentence, and clause herein is hereby declared to be separable and severable; therefore, if any part or provision thereof, for any reason, shall be declared, by a court of competent jurisdiction, to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that specific provision shall be limited or eliminated to the minimum extent necessary so that this Will shall otherwise remain in full force and effect and enforceable. Any court so interpreting this Will and any provision herein shall construe it in favor of survival and that interpretation after severing shall allow, to the greatest extent possible, the objectives of the invalid or unenforceable provision.

IN WITNESS WHEREOF, I, Garland Thomas Matthews, Sr., having signed this my Last Will & Testament in the presence of Andrew Burns, and Charles Chism who attested it at my request on this 14th day of June, 2022, at Davidson County, Tennessee, declare this to be my Last Will & Testament.

Garland T. Matthews, SR.

Garland Thomas Matthews, Sr.,
1018 13th Avenue South
Nashville, TN 37212

WITNESSES

The above and foregoing Last Will & Testament of Garland Thomas Matthews, Sr., was declared by him in our view and presence to be his Will and was signed and subscribed by him in our view and presence and at his request and in the view and presence of Garland Thomas Matthews, Sr., and in the view and presence of each other, we, the undersigned, witnessed and

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attested the due execution of the said Will of Garland Thomas Matthews, Sr., on this the 14th day of June 2022, at Davidson County, Tennessee.

Andrew Burns
2517 Lebanon Pike, Ste 301
Nashville, TN 37214

Charles Chism
2517 Lebanon Pike, Ste 301
Nashville, TN 37214

ATTESTATION

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

We, Garland Thomas Matthews, Sr., Andrew Burns, and Charles Chism, the testator and the affiants respectively, whose names are signed to the attached instrument in those capacities, personally appearing before the undersigned authority and first being duly sworn, do hereby declare under penalty of perjury that the testator declared, signed, and executed the instrument as his Last Will; he signed it willingly; he executed it as his free and voluntary act for the purposes therein expressed; and each of the witnesses, at the request of the testator, in his hearing and presence, and in the presence of each other, signed the Will as witness and that to the best of his or her knowledge the testator was at that time eighteen years of age or older, of sound mind and under no constraint or undue influence.

Garland Thomas Matthews, Sr.,
1018 13th Avenue South
Nashville, TN 37212

Andrew Burns, affiant
2517 Lebanon Pike, Ste 301
Nashville, TN 37214

Charles Chism, affiant
2517 Lebanon Pike, Ste 301
Nashville, TN 37214

Subscribed, sworn, and acknowledged before me, a Notary Public in and for Tennessee, by Garland Thomas Matthews, Sr., the testator, and by Andrew Burns, and Charles Chism, the affiants this 14th day of June, 2022.

My Commission Expires: 05/09/2023

Notary Public

ANTHONY BURNS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Prepared by Attorney Anthony Burns, Anthony@AttyBurns.com, (615) 469-6857, 2517 Lebanon Pike, Ste 301, Nashville, TN 37214