RETURN TO:
PREMIER ESCROW, LLC
4301 HILLSBORO PIKE, STE 300
NASHVILLE, TN 37215

Karen Johnson
Batch # 1265609
04/29/2025 10 21 59 AM
Fees $37 00 Taxes $0 00

Davidson County
WILL
7 pgs

20250429-0032855

BOX 10-A

MISSISSIPPI LAST WILL AND TESTAMENT OF

Charles C Vaughan Jr

Effective Date: _____

1. **TESTATOR**. I, Charles C Vaughan Jr with a mailing address of 100 Lowry Dr Byhalia, MS ("Testator"), being of sound mind and not acting under duress or undue influence, do hereby make, publish, and declare this document to be my Last Will and Testament ("Will"), and hereby revoke any and all other wills and codicils heretofore made by me.

2. **MARITAL STATUS**. At the time of writing this Will, I declare the following marital status: (check one)

   ☑ - Single
   ☐ - Married to _____ ("Spouse")
   ☐ - Divorced
   ☐ - Widowed

3. **CHILDREN**. At the time of writing this Will, I acknowledge the following children to be my offspring, adopted, or under my care: (check one)

   ☑ - **No Children.**

   ☐ - ____ **Children**:

   Name: _____ Date of Birth: _____
   Name: _____ Date of Birth: _____
   Name: _____ Date of Birth: _____
   Name: _____ Date of Birth: _____
   Name: _____ Date of Birth: _____
   Name: _____ Date of Birth: _____

   Hereinafter known as the "Children."

4. **BENEFICIARIES**. I devise and bequeath my property, both real and personal, wherever situated, to:

   Name: William O Vaughn Relation: Brother
   - Residual Estate Share: ____%

   Name: James S Vaughan Relation: Brother
   - Residual Estate Share: ____%

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Name: DAVID H. Vaughan Relation: Brother
- Residual Estate Share: ____%

Name: _____ Relation: _____
- Residual Estate Share: ____%

Name: _____ Relation: _____
- Residual Estate Share: ____%

Name: _____ Relation: _____
- Residual Estate Share: ____%

Hereinafter known as the "Beneficiaries."

5. **SPECIAL BEQUESTS**. Special bequests are requests for specific property to be given to certain individuals, separate from the Residual Estate. This Will shall have: (check one)

   ☑ - **No Special Bequests**. The entirety of my Residual Estate will be received by the Beneficiaries with no special bequests.

   ☐ - **Special Bequests**. I wish to separate the following property from my Residual Estate to give to the following parties: (list below)
   Name: _____ Relation: _____
   - Property Given: _____

   Name: _____ Relation: _____
   - Property Given. _____

   Name: _____ Relation: _____
   - Property Given: _____

6. **SPECIAL EXCLUSIONS**. The following shall indicate any exclusions I intend to make under this Will: (check one)

   ☑ - **No Exclusions**. The entirety of my Residual Estate will be received by the Beneficiaries named in this Will with no exclusions.

   ☐ - **Excluded Individuals**.
   Name: _____ Relation: _____
   Name: _____ Relation: _____
   Name: _____ Relation: _____

7. **PERSONAL RESPRESENTATIVE**. I appoint James S. Vaughan with a mailing address of 100 Lowery Dr. Byhalia MS ("Personal Representative") to be my executor of this Will and exercise such legal powers and authority to:

   a) **Buy and Sell Property**. To purchase or sell assets, real estate, or tangible or intangible property.

b) **Outstanding Expenses**. To settle all my debts, loans, mortgages, bills, outstanding expenses, or any other money owed be paid.
c) **Taxes**. To file and pay federal, state, local, and any other taxes related to my death or the Estate, including inheritance taxes.
d) **Property Management**. To control and decide the use of real estate.
e) **Claims**. To resolve and negotiate active legal claims, lawsuits, or proceedings at the time of my death, in addition to claims brought against the Estate
f) **Division of Property**. To handle the division and separation of my Estate to its rightful Beneficiaries so that each party receives its equal share.
g) **Hiring Consultants**. To use Estate funds to hire legal, financial, and any other professionals to assist in preserving the Estate's value.
h) **Borrowing Money**. To borrow, pledge, mortgage, or post any property as collateral, and to make secured and unsecured loans. This includes making interest-free loans to Beneficiaries during the probate process.

Every action by the Personal Representative must be done in the best interest of the Estate. The Personal Representative is prohibited from benefitting financially in any way, directly or indirectly.

8. **PERSONAL REPRESENTATIVE'S PAY**. I agree that the Personal Representative shall receive: (check one)

☑ - **No Compensation**. Under no circumstance shall the Personal Representative receive compensation or payment for their role in this Will.

☐ - **Compensation**. The Personal Representative shall be compensated for their time and effort in performing the roles of this Will in the following manner:

Any payment or compensation shall continue until the Estate has been fully distributed. As part of their duties, the Personal Representative shall make every effort to accommodate and act as a mediator in any dispute brought against the Estate. Every effort shall be made by the Personal Representative to facilitate the probate process as efficiently as possible.

9. **PREDECEASED PARTIES**. If any of the Beneficiaries predecease me, their portion of the Residual Estate shall go to the: (check one)

   ☑ - **Remaining Beneficiaries**. Any predeceased person's share of my Residual Estate shall flow equally to the remaining Beneficiaries.

   ☐ - **Heirs at Law**. Any predeceased person's share of my Residual Estate shall flow equally to my heirs under state intestate succession laws, except any of those intentionally excluded from this Will in Section 6.

   ☐ - **Other**:

10. **SURVIVORSHIP**. No person shall be deemed to have survived me if such person shall die within thirty (30) days after my death. Any person who is prohibited by law from inheriting property from me shall be treated as having failed to survive me.

11. **DIGITAL ASSETS**. I direct that my Personal Representative handle any digital assets I may have regarding social media profiles or any other online accounts.

12. **BINDING ARRANGEMENT**. Any decision made by the Personal Representative regarding discretionary powers granted by this Will shall be final and binding on all persons interested. The Personal Representative shall in no manner be held liable for their acts unless said acts are a result of their own willful misconduct or gross negligence

13. **ASSIGNMENT**. The Beneficiaries shall be prohibited from having the right to sell, assign, transfer, pledge, or otherwise encumber their interest in any part of my Estate, either voluntarily or involuntarily, prior to its actual receipt. Any attempts to anticipate, alienate, or assign a bequest before distribution will be considered void.

14. **GOVERNING LAW**. This document shall be governed by and under the laws of the State in which I reside at the time of my death.

15. **"ESTATE" AND "RESIDUAL ESTATE."**

    a) "**Estate**." The term "Estate" shall encompass all assets I own at the time of my death, whether real or personal, tangible or intangible, wherever situated. This includes, but is not limited to, real property, personal property, bank accounts, stocks, bonds, retirement accounts, life insurance proceeds (where I have the power to designate a beneficiary), business interests, and all other assets and rights to

assets; digital assets and accounts; and liabilities, debts, and obligations owed by me at the time of my death.

b) "**Residual Estate.**" The term "Residual Estate" shall encompass all property, assets, and rights of whatsoever kind and wheresoever situated remaining in my Estate after the payment of all debts, funeral expenses, administration expenses, taxes, and the satisfaction of all specific and general legacies and bequests set forth in this Will.

16. **SEVERABILITY**. In the event that any provision of this Will is deemed to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of the remaining provisions of this Will, all of which shall remain in full force and effect. Each provision of this Will is intended to be severable. Furthermore, if any provision of this Will is declared invalid, illegal, or unenforceable, the court may modify such provision to the extent necessary to render it valid, legal, and enforceable, and to carry out what I believe to be my manifest intention.

17. **ADDITIONAL REQUESTS.**

18. **EXECUTION**. I hereby declare to have executed this instrument as my Will to be used in the event of my death. I signed willfully in the presence of the foregoing witnesses as a free and voluntary act.

Testator's Signature: Charles C Vaughan Date: 12/20/23

Print Name: Charles C Vaughan

WITNESS ATTESTATION

We, the undersigned, certify that the foregoing instrument was completed on this day, and signed, published, and declared by the above-mentioned Testator. This Will was signed in our presence, and we, at the Testator's request, and in their presence and in the presence of each other, have subscribed our names as witnesses on the mentioned date. We declare under penalty of perjury that the statements in this attestation are true and correct to the best of our knowledge.

Witness #1

Witness's Signature: Angela K Spindle Date: 12/20/23

Print Name: Angela Spindle

Address: 903 Watson Rd., Byhalia MS 38611

Witness #2

Witness's Signature: Shea M South Date: 12/20/2023

Print Name: Shea South

Address: 5290 Dixie Creek Dr. Hernando, MS 38632

STATE OF Mississippi

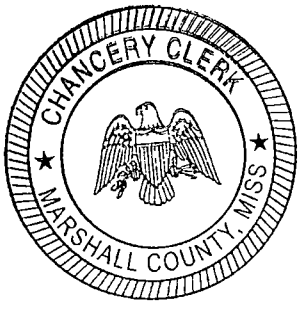
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 2023, within my jurisdiction, the within named Charles C. Vaughn Jr., who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

(Seal)

A R C
(Notary Public)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 87921 AMY R. CLINE Commission Expires March 2, 2024 DESOTO COUNTY



THE STATE OF MISSISSIPPI
MARSHALL COUNTY

I, Nicole M. Phelps, Clerk of the Chancery Court in and for the State and County aforesaid, do hereby certify that the foregoing is a true and correct copy of the original instrument as fully and completely as the same appears of record in my office.

Given under my hand and seal this

the 21st day of April, 2025

NICOLE M. PHELPS, CHANCERY CLERK

By: Karen Cook D C