Karen Johnson
Batch # 1301788
07/24/2025 10 42 43 AM
Fees $62 00 Taxes $0 00

Davidson County
AFFIDAVITH
12 pgs

20250724-0058512

This instrument was prepared by·

Robert D. MacPherson
MacPherson & Youmans
An Association of Attorneys
119 Public Square, Lebanon, Tennessee 37087
Telephone (615) 444-2300, Fax (615) 444-3396

(please return to above after recoıdıng)

AFFIDAVIT OF HEIRSHIP AND QUITCLAIM DEED

The undersigned, **VICKIE L. YOUNG, JASON M. YOUNG**, and **ADAM L. YOUNG** (hereinafter, collectively, "the affiants"), having first been duly sworn, depose and say:

1. The affiants are the surving spouse (Vickie L. Young), children (Jason M. Young and Adam Young), and sole heirs at law of **PAUL YOUNG** a/k/a **PAUL WYNN YOUNG** (hereinafter, "the deceased")
2. The deceased died testate on November 21, 2021, while resıding in Nashville, Davidson County, Tennessee, whıle married to and residing with his surviving spouse, the undersıgned **VICKIE L. YOUNG**.
3. The deceased left a Last Will and Testament, a copy of which is attached hereto, which left to the undersigned **VICKIE L. YOUNG** any of his interests in real property, including a one-third ınterest in the followıng:
   The parcel identification number assigned by the county assessor of property is.

   135 00 0 185.00

   and the land ıs more particularly described as follows:

   Land lyıng in the 2nd Civıl Dıstrıct of Davidson County, Tennessee, in the vicinity of Smith Springs Road and described accordıng to a copy of a survey made for Joe E Stark on April 30, 1959 by Geo. W. Watkins, Surveyor and being designated as Tract II, thereon, as follows:

   Beginning at a point in the west margin of Steele Road or Ned Shelton Road at the corner of Tracts 1 and 2, being 220 feet north from an iron pin set at the northeast corner of the property conveyed to Robert A Taylor by deed of record ın Book 2197, page 264, Register's Office for said County, which said pin is on the south side of an old road bed; thence with the margin of Steele Road or Ned Shelton Road, north 5° 15' east 200 feet to a point, a corner of Tract 3: thence wıth the line between Tracts 2 and 3, north 89° 15' west 445 feet to an iron pin in the lıne of a 10 29 acre tract shown on said survey; thence with the line of the same, south 3° west 200 feet to an iron pin at the corner of Tract 1: thence with the line between Tracts 1 and 2, south 89° 15' east 418 3 feet to the point of

beginning, containing 2 acres, more or less.

Being the same property conveyed to Alma Gail Lee, Diane Prosser, and Paul Young by Executor's Quitclaim Deed from Alma Gail Lee, Executrix of the Estate of Lucille Young, deceased, dated January 31, 2020, and recorded on February 4, 2020, as instrument number 20200204-0013042 in the Register's Office for Davidson County, Tennessee.

4. Accordingly, the affiants hereby affirm that the undersigned **VICKIE L. YOUNG** is the sole owner of the deceased's one-third interest in the above-described property.

5 Additionally, to the extent that it may be claimed that the affiants Jason M. Young and Adam L. Young continue to have any interest in the said property, each of them, for valuable consideration, hereby quitclaims any right, title, or interest in same to the affiant Vickie L. Young.

FURTHER AFFIANTS SAYETH NAUGHT.

Vickie L. Young
VICKIE L. YOUNG

Jason M. Young
JASON M. YOUNG

ADAM L. YOUNG

State of Tennessee }
County of Davidson }

Personally appeared before me, a notary public of this state, Vickie L. Young, Jason M. Young, and Adam L. Young, who, having first been duly sworn, deposed and said that the facts set forth above are true to the best of their knowledge and belief. The said affiants, whose identities were proved to me on the basis of satisfactory evidence, to wit. the absence of any information, evidence, or other circumstances that would lead a reasonable person to believe that the affiants, or any of them, are not the individuals the affiants claim to be, together with each of the affiants' individual presentation to me of a current driver's license issued by the Department of Safety, acknowledged that the affiants executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, on this, the 19th day of June, 2025.

My commission expires: 5/14/29

Notary Public, State of Tennessee

SEAL

ROBERT D MAC PHERSON
STATE OF TENNESSEE
NOTARY PUBLIC
WILSON COUNTY

LAST WILL AND TESTAMENT

OF

PAUL WYNN YOUNG

prepared
by

Jeremy Pharr

Attorney at Law
112 Westwood Place, Suite 250
Brentwood, Tennessee 37027
(615) 369-1412

Client's Address:

Paul Wynn Young
1440 A. R. Davis Road
Seymour, TN 37865

LAST WILL AND TESTAMENT

OF

PAUL WYNN YOUNG

I, **PAUL WYNN YOUNG**, a resident of Blount County, Tennessee, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

INTRODUCTORY PROVISIONS

1.A. **Family** I am married to VICKIE LYNN YOUNG and all references to "my wife" shall be to her. We have two (2) children of this marriage now living; namely, JASON MICHAEL YOUNG and ADAM LEE YOUNG.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children of mine born after the date of this Will shall be treated as though they were named in this Paragraph, and all provisions of this Will shall be interpreted as if any children of mine born after the date of this Will had been named with all other children of mine in the provisions of this Will.

1.B. **Definition of "Issue"**. As used in this Will, the term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and illegitimate children only if a parent/child relationship existed between such child and his or her parent, living or deceased, as determined under Tennessee law.

1.C. **Definition of "Per Stirpes"** Whenever a distribution is to be made "per stirpes", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner.

1.D. **Property** I confirm to my wife VICKIE LYNN YOUNG her one-half interest in any of our jointly owned property. with or without the necessity of probate administration or other court order, at my wife's discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my wife and me (other than any property held in joint tenancy with my wife at the time of my death).

PWY
PWY

ARTICLE TWO

NOMINATION OF FIDUCIARIES

2.A. **Executors.** I nominate my wife VICKIE LYNN YOUNG as Executor of my Will. If she fails to qualify or ceases to act, I nominate the following persons to serve as successor Executor, in the order in which they are listed, to wit:

1. JASON MICHAEL YOUNG
2. ADAM LEE YOUNG

The term "my Executor" as used in this Will shall include any personal representative of my estate and all of the above-named to serve without bond, accountings or inventory being required.

2.B. **Appointment of Special Executor.** If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my Estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate within the meaning of §672(c) of the Internal Revenue Code to act as a substitute or special Executor for such purpose, and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

ARTICLE THREE

DISTRIBUTION PROVISIONS

3.A **Payment of Estate Expenses.** My Executor shall pay from my Estate all debts which are due and enforceable against my Estate, the expenses of my last illness, the expenses of my final disposition without regard to statutory limitation or the necessity of prior court approval, the expenses of administering my Estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death.

3.B. **Tangible Personal Property.** I give my tangible personal property to my wife VICKIE LYNN YOUNG; provided however, if she shall not survive me, I give such of my tangible personal property in accordance with any written instructions left by me and the remainder of the personal property, or all of it if no such instructions are left, to the remainder of my estate.

3.C. **Confirmation of Joint Tenancy.** I hereby confirm that all assets held in my name and my wife's name as "Joint Tenants" or as "Joint Tenants with Rights of Survivorship" are to pass in their entirety to my wife VICKIE LYNN YOUNG if I shall predecease her.

3.D **Disposition to My Wife** I give the remainder of my Estate to my wife VICKIE LYNN YOUNG.

PWY
PWY

3.E **Contingent Disposition If My Wife Predeceases Me.** If my wife VICKIE LYNN YOUNG should die before me, I give the remainder of my Estate to my then-living issue, per stirpes. If a beneficiary has not yet attained the age of twenty-one (21), this distribution shall be held for such beneficiary in a custodial account under the provisions of the Tennessee Uniform Transfer to Minors Act with the parent or legal guardian of such beneficiary as the custodian.

3.F. **Contingent Disposition If I Am Not Survived By Issue.** If, prior to the distribution of the whole of my Estate, no issue of mine shall be living, I give my Estate (or the undistributed portion thereof) one-half (1/2) to my heirs and the other one-half (1/2) to my wife's heirs: the identities and respective shares of such heirs to be determined according to the laws of the State of Tennessee in effect at the date of execution of this Will.

ARTICLE FOUR

ESTATE ADMINISTRATION

4.A. **General Powers of Executor.** Subject to any limitations stated elsewhere in this Will, my Executor shall have, in addition to all of the powers now or hereafter conferred on Executors by law, and any powers enumerated elsewhere in this Will, the power to perform any of the acts specified in this section without the necessity of court approval:

(1) To take possession or control of all of my Estate subject to disposition by this Will, and collect all debts due to me or to my Estate;

(2) To receive the rents, issues, and profits from all real and personal property in my Estate until the estate is settled or delivered over by order of court to my heirs or beneficiaries;

(3) To pay taxes on, and take all steps reasonably necessary for the management, protection, and preservation of, all property in my Estate;

(4) To insure the property of my Estate against damage or loss, and insure my Executor against liability to third persons,

(5) To deposit money belonging to my Estate in an insured account in a financial institution in Tennessee;

(6) If any asset of my Estate consists of an option right, to exercise the option and to use any funds or property in my Estate to acquire the property covered by the option;

(7) To hold any securities or other property, both real and personal, in the name of my Executor, in the name of such nominee as my Executor shall select, or in the form of "street certificates," without in any of such cases disclosing the fact that such property is held in a fiduciary capacity, and to indemnify any such nominee against any loss resulting from holding such property as nominee;

PWY

PWY

(8) To vote in person, and give proxies to exercise, any voting rights with respect to any stock, any membership in a nonprofit corporation, or any other property in my Estate, and waive notice of a meeting, give consent to the holding of a meeting, and authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;

(9) To make any elections permitted under any pension, profit sharing, employee stock ownership or other benefit plan;

(10) To sell and to grant options to purchase all or any part of my Estate, both real and personal, at any time, at public or private sale, for such consideration, whether or not the highest possible consideration, and upon such terms, including credit, as my Executor shall deem advisable, and to execute, acknowledge and deliver deeds or other instruments in connection therewith. No purchaser shall be held to see to the application of the purchase money;

(11) To lease any real estate for such term or terms and upon such provisions and conditions as my Executor shall deem advisable, including the granting of options to renew, options to extend the term or terms, and options to purchase,

(12) To borrow and to pledge or mortgage any property as collateral, and to make secured or unsecured loans. My Executor is specifically authorized to make loans without interest to any beneficiary hereunder. No individual or entity loaning property to my Executor shall be held to see to the application of such property;

(13) To pay any and all charges reasonably incurred in connection with or incidental to the distribution of any property of my Estate, including but not limited to expenses of storage, freight, shipping, delivery, packing, and insurance, and, on any accounting, treat any such expenditures as expenses of the administration of my Estate;

(14) To dispose of or abandon tangible personal property (including donation to any charitable organization or organizations of my Executor's choice), except tangible personal property that is a specific gift, when the cost of collecting, maintaining, and safeguarding the property would exceed its fair market value;

(15) To commence and prosecute, either individually or jointly with my heirs or beneficiaries, any action necessary or proper to quiet title to or recover possession of any real or personal property in my Estate;

(16) To pay, compromise or settle any claim, action, or proceeding by or for the benefit of, or against, me, my Estate, or my Executor, subject only to any confirmation of court that may be required by law; and,

(17) To employ others in connection with the administration of my Estate, including legal counsel, investment advisors, brokers, accountants and agents, notwithstanding the

PWY
PWY

fact that my Executor may receive a direct or indirect financial benefit as a result of such employment or may otherwise be affiliated with any of them, and to pay reasonable compensation thereto in addition to that to be paid to my Executor.

4.B. **Power to Invest.** To retain for whatever period my Executor shall deem advisable any property, including property owned by me at my death, and to invest and reinvest any money of my Estate not reasonably required for the immediate administration of my Estate in any kind of property, real, personal, or mixed, and in any kind of investment, including but not limited to improved and unimproved real property, interest-bearing accounts, certificates of deposit, corporate and governmental obligations of any kind, preferred or common stocks, mutual funds (including mutual funds of the "load" and "no load" variety), investment trusts, money-market funds, taxable and tax-exempt commercial paper, repurchase and reverse repurchase agreements, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary; regardless of whether any particular investment would be proper for an Executor and regardless of the extent of diversification of the assets held hereunder.

4.C. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, my Executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; disclaim all or any portion of any interest in property passing to my Estate at or after my death; and determine when an item is to be treated as taken into income or used as a tax deduction.

4.D **Division or Distribution in Cash or in Kind.** In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, my Executor may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind, with or without regard to tax basis. Property distributed to satisfy a pecuniary gift under this Will shall be valued at its fair market value at the time of distribution.

4.E. **Special Distributions Options** If any income and/or principal of my Estate hereunder ever vests outright under the provisions of this Will in a person not yet twenty-one (21), or a person who suffers from substance abuse, or a person who my Executor determines is incompetent, or a person whose financial circumstances are such that failure to delay distributions will actually reduce the benefits to such person, then my Executor, in my Executor's discretion and without supervision of any court, shall hold or distribute such property (subsequently referred to in this Paragraph as the "protected property") in accordance with the following provisions:

(1) My Executor may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary's exclusive benefit; (c) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such

PWY
PWY

beneficiary (such as an account created under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state); (d) in any form of an annuity; and, (e) in all ways provided by law dealing with gifts or distributions to or for minors or persons under incapacity. The receipt for distributions by any such person shall fully discharge my Executor.

(2) In determining whether to make distributions, my Executor may consider other resources of the beneficiary, any governmental entitlements and the future needs of the beneficiary. The protected property shall, at all times, remain free of all claims by any governmental agency and/or creditors of the beneficiary.

(3) Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Agreement, my Executor shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction.

4.F. **Liability**. Unless due to such Executor's own willful default or gross negligence, no Executor shall be liable for such Executor's acts or omissions nor those of any co-Executor or prior Executor.

ARTICLE FIVE

CONCLUDING PROVISIONS

5.A. **Definition of Death Taxes.** The term "death taxes," as used in this Will, shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in my Estate or by reason of my death, including penalties and interest, but excluding any additional tax that may be assessed under Internal Revenue Code §2032A.

5.B. **Payment of Death Taxes.** Death taxes shall be prorated and apportioned among the persons interested in that property as provided by the laws of the State of Tennessee, whether or not such property is inventoried in my probate estate.

5.C. **Simultaneous Death.** If any beneficiary under this Will (excluding my wife) and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly. If my wife and I should die under such circumstances as would render it doubtful as to which of us died first, then it shall be conclusively presumed for the purposes of this Will that I survived my wife.

5.D. **Period of Survivorship.** For the purposes of this Will, a beneficiary (excluding my wife) shall not be deemed to have survived me if that beneficiary dies within three (3) months after my death.

5.E. **Guardian Ad Litem** I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained, or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.

PWY

PWY

5.F. **Beneficial Interests**. The interest of any beneficiary in any share or part of this Will, both as to principal and income, shall not be alienable, assignable, attachable, transferable nor paid by way of anticipation, nor in compliance with any order, assignment or covenant and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and shall not in any event pass to his, her or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.

5.G. **Captions**. The captions appearing in this Will are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this Will.

5.H. **Severability Clause**. If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.I. **Governing Law**. All questions concerning the validity and interpretation of this Will shall be governed by the laws of the State of Tennessee in effect at the time this Will is executed.

PWY
PWY

IN WITNESS WHEREOF, I make and publish this as my Last Will and Testament, hereunto signing and subscribing my name this 23rd day of July, 2018, in the presence of the attesting witnesses, who have at my request and in my presence, and in the presence of each other also subscribed their names hereto as attesting witnesses on this date.

Paul Wynn Young, Testator

The above and foregoing instrument was herenow signed, published, and declared by Paul Wynn Young as his Last Will and Testament in our presence, and we, and each of us, in his presence, and in the presence of each other, at his request, subscribe our names hereunto as attesting witnesses this the 23rd day of July, 2018.

Witness

Witness

THE STATE OF TENNESSEE §
§
COUNTY OF WILLIAMSON §

AFFIDAVIT BY WITNESSES TO LAST WILL AND TESTAMENT

BEFORE ME, the undersigned authority, on this day personally appeared PAUL WYNN YOUNG, Testator, and the above-named witnesses, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said PAUL WYNN YOUNG, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed without undue influence or coercion; and the said witnesses, each on their oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed the same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen (18) years of age or over, and was of sound mind

Paul Wynn Young, Testator

Witness

Witness

SUBSCRIBED AND SWORN TO before me by the said PAUL WYNN YOUNG, Testator, and by the above-named witnesses, this 23rd day of July, 2018.

Notary Public, State of Tennessee

My Commission Expires: 3/24/19

KATIE GRASSMANN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY