



GENERAL EXECUTIVE COUNCIL MEETING MINUTES

Teleconference

May 27, 2021

Approved July 21, 2021

Call to Order: 7:01 pm

Prayer: Chaplain-in-Chief: Herman White

Roll Call: Adjutant-in-Chief Dan McCaskill

Commander-in-Chief Larry McCluney, Jr.	P
Lt. Commander-in-Chief Jason Bosher	P
ANV Commander R. Kevin Stone	P
AOT Commander Jimmy Hill	P
ATM Commander J. C. Hanna	P
ANV Councilman Christopher Sullivan	P
AOT Councilman Carl Jones	A
ATM Councilman Robert Edwards	P
Chief-of-Staff Darrell Maples	P
Adjutant-in-Chief Dan McCaskill	P
Judge Advocate-in-Chief Scott Hall	P
Chief of Heritage Ops Donnie Kennedy	A
Chaplain-in-Chief Herman White	P
Past Commander-in-Chief Paul Gramling	P
Past Commander-in-Chief Tom Strain, Jr.	A
Past Commander-in-Chief Kelly Barrow	P
Executive Director Adam Southern	P
Chairman Frank Heathman, Disciplinary Committee	P

Basis for Quorum 15 voting members: Present: 13; Absent: 2; Required for Quorum: 9. Quorum is present

Note: Past CIC's are not obligated to attend GEC meetings and therefore, only if present shall they, or any one of them, be counted in the computation of a quorum. (Reference: Section 7.5.2 of the SCV Constitution). The quorum is based on the eligible voting members.

Non-voting member: Executive Director Adam T. Southern

GEC Minutes
Teleconference
May 27, 2021

The first item on the agenda presented by Commander-in-Chief Larry McCluney, Jr. was a request from the Robert C. Newton Camp #197 to obtain permission from the General Executive Council to enter into possible litigation against the City of Little Rock, Arkansas for the removal of the Capital Guards monument in Little Rock, Arkansas after all other avenues have been exhausted. ATM Councilman Robert Edwards pointed out that this request was in line with Section 9.5 of the Standing Orders. Past Commander-in-Chief Paul Gramling made a motion to allow Camp #197 to enter into litigation against the City of Little Rock, Arkansas. ATM Commander J. C. Hanna seconded the motion. With no further discussion, the motion passed without objection.

The second item on the agenda presented by Commander-in-Chief Larry McCluney, Jr. was the transfer of ownership of the Nathan Bedford Forrest Boyhood Home to the Tennessee Division. During the discussion, it was learned that the Tennessee Division is financially able to assume ownership of the Home and will be able to oversee and run the property. After discussing the issue, Chaplain-in-Chief Herman White made a motion to proceed with the transfer of ownership of the Nathan Bedford Forrest Boyhood Home to the Tennessee Division per the memorandum of the Tennessee Division Commander Joey Nolan. The motion was seconded by ATM Councilman Robert Edwards. After further discussion, ANV Councilman Christopher Sullivan offered a substitute motion that the Sons of Confederate Veterans, Inc. enter into a memorandum agreement with the Tennessee Division to transfer control of the Forrest Boyhood Home with certain conditions in perpetuity. The motion was seconded by Past Commander-in-Chief Kelly Barrow. Commander-in-Chief Larry McCluney, Jr. called for a roll call vote of the members present. The results are as follows:

Lt. Commander-in-Chief Jason Boshers	Abstain	ANV Commander R. Kevin Stone	Yes
AOT Commander Jimmy Hill	Yes	ATM Commander J. C. Hanna	No
ANV Councilman Christopher Sullivan	Yes	ATM Councilman Robert Edwards	Yes
Chief-of-Staff Darrell Maples	Yes	Adjutant-in-Chief Dan McCaskill	Yes
Judge Advocate-in-Chief Scott Hall	Yes	Chaplain-in-Chief Herman White	No
Past Commander-in-Chief Paul Gramling	No	Past Commander-in-Chief Kelly Barrow	Yes

For the motion: 8; Against the motion: 3; Abstain: 1; Commander-in-Chief Larry McCluney, Jr. did not vote. The substitute motion passed. Commander-in-Chief Larry McCluney, Jr. asked Judge Advocate-in-Chief Scott Hall to work with the Tennessee Division to draft the memorandum for transferring control of the Forrest Boyhood Home.

The third item on the agenda was presented by Commander-in-Chief Larry McCluney, Jr. which was the letter written by Commander Lee Millar concerning the resolution of the General Executive Council for requesting copies of the final judgements of the Forrest Litigations for review by the Judge Advocate-in-Chief and a reconciliation of the money given to the Camp by the Confederation for the prosecution of the Forrest Litigations. Commander McCluney stated the only concern of Commander Millar was the timing of the request. After much discussion, it was agreed by the General Executive Council that Commander-in-Chief Larry McCluney, Jr. relay to Commander Lee Millar that he had thirty (30) days from receipt (May 26, 2021) of the General Executive Council resolution to comply with the request of the General Executive Council.

ATM Commander J. C. Hanna expressed concerns of the rumor that the body of General A. P. Hill was to be exhumed and his statue removed from the grave site and asked if there was any further information. Commander-in-Chief Larry McCluney, Jr. asked ANV Commander R. Kevin Stone and ANV Councilman Christopher Sullivan if they could find further information concerning the removal of General A. P. Hill's remains and the statue.

With no other business coming before the General Executive Council, a motion to adjourn was made by, Past Commander-in-Chief Paul Gramling, seconded by ANV Commander R. Kevin Stone and passed without objection.

Closing Prayer: Chaplain-in-Chief Herman White

Teleconference Terminated: 7:41 pm

Signed,

A handwritten signature in black ink that reads "Dan A. McCaskill". The signature is written in a cursive, slightly slanted style.

Dan A. McCaskill
Adjutant-in-Chief
Sons of Confederate Veterans

Cmdr. McCluney,

On Saturday May 22, 2021 the Tennessee Division Executive Council voted to accept ownership of the Nathan Bedford Forrest Boyhood Home (hereafter known as FBH) located in Chapel Hill TN should the General Executive Council vote to give the Tennessee Division (hereafter known as TNDIV) full ownership of the property.

Currently GHQ has \$32,266 in a FBH Fund and every year budgets \$15,000 and pays the insurance which is \$1,878. GHQ also has time and resources tied up because they handle the bookkeeping. In 2020 the amount spent was \$39,017. In 2019 the amount spent was \$32,513. More money is being spent that is being allocated so fundraising and optional giving are covering the overages.

Simply put, if the GEC votes to give the TNDIV the FBH and everything associated with the home such as the furnishings, tools, equipment, the fund, etc.; the TNDIV will assume all financial responsibilities, assume all responsibilities for maintenance and handle all duties associated with fundraising and the income from fundraising. In return, the GHQ will not have the budget money every year and will not tie up human resources handling the fund.

In closing, the TNDIV does have the financial resources to accept the responsibility. If the GEC votes to give the property to the TNDIV, the TNDIV realizes it cannot and will not ask the GEC for any funding related to the property.

Respectfully submitted,

Joey Nolan, Tennessee Division Commander

Jason Boshers, TNDIV Chief-of-Staff

①

May 21, 2021

To Whom It May Concern:

A lawsuit is being contemplated against the City of Little Rock for removal of the Capital Guards monument in Little Rock, Arkansas. In June 2020, the soldier "top" of the monument was removed with base remaining. On May 3, 2021 the city removed the base of the monument, after the recently passed Monument Protection Act, Act 1003, in the 2021 Arkansas Legislative session.

We believe the City has violated the civil and criminal portions of Act 1003, as well as other discovered violations.

We intend to pursue each violation, if dialogue with the city proves ineffective. The Act allows any resident of Arkansas to pursue the violations civilly in a court of competent jurisdiction- probably Pulaski County Circuit Court. The Robert C. Newton Camp 197 wants to pursue actions for the restoration of the Capital Guards monument to its original location first, or to have it returned into their possession as the original donors of the property, as well as any other issues that may relate to this ongoing event.

Joey McCutchen

Trial Lawyer

"Protect the 7th Amendment; it's the one that protects all the rest."

McCutchen & Sexton - The Law Firm

P.O. Box 1971, 1622 North B Street

Fort Smith, AR 72901

Office: (479) 783-0036 Fax: (479) 783-5168

Toll Free: (800) 871-0036

weeks of moving everything out of Memphis and this will put a cloud over the Forrest Camp and the SCV regarding the implication of possible financial improprieties -- and there are none, of course.

Message 2 of 2

Sent at: 5/27/2021 5:38:34 PM

Re: SCV Audit letter

From: Robert Edwards <geaux-tigers@sbcglobal.net>

To: aotcommander@alscv.org <aotcommander@alscv.org>, csa6thflorida@att.net <csa6thflorida@att.net>, druxurb@gmail.com <druxurb@gmail.com>, Hall, Scott <scott@scottdhallesq.com>, Hanna, J.C. <jc1120@bellsouth.net>, Kennedy, Donnie <wdkennedy@reagan.com>, Paul Gramling <paul1863@cs.com>, rebelrev@hotmail.com <rebelrev@hotmail.com>, SCV Executive, Director <exedir@scv.org>, Stone, Kevin <scvmechcav@hotmail.com>, barrowscv <barrowscv@inbox.com>, confederate <confederate@suddenlink.net>, danmccas@tecinfo.net <danmccas@tecinfo.net>, forrest2020@yahoo.com <forrest2020@yahoo.com>, pvtmape <pvtmape@embarqmail.com>, scvcic75 <scvcic75@gmail.com>, tomstrainjr@gmail.com <tomstrainjr@gmail.com>

Thank you for your interest in the SCV. In the future your camp and officers may wish to take notes during our GEC meeting(s) when you are asked to report on expenditures of money provided by the GEC. Have a great day.

On Thursday, May 27, 2021, 08:34:09 AM CDT, DARRELL MAPLES <pvtmape@embarqmail.com> wrote:

Gentlemen,

Camp 215 letter of response, also to be discussed this evening...

----- Original message -----

From: Lee Millar <lmillar1@yahoo.com>

Date: 5/26/21 11:38 PM (GMT-06:00)

To: Larry McCluney <confederate@suddenlink.net>

Re: SCV Audit letter

From: Robert Edwards <geaux-tigers@sbcglobal.net>

To: aotcommander@alscv.org <aotcommander@alscv.org>, csa6thflorida@att.net <csa6thflorida@att.net>, druxurb@gmail.com <druxurb@gmail.com>, Hall, Scott <scott@scottdhallesq.com>, Hanna, J.C. <jc1120@bellsouth.net>, Kennedy, Donnie <wdkennedy@reagan.com>, Paul Gramling <paul1863@cs.com>, rebelrev@hotmail.com <rebelrev@hotmail.com>, SCV Executive, Director <exedir@scv.org>, Stone, Kevin <scvmechcav@hotmail.com>, barrowscv <barrowscv@inbox.com>, confederate <confederate@suddenlink.net>, danmccas@tecinfo.net <danmccas@tecinfo.net>, forrest2020@yahoo.com <forrest2020@yahoo.com>, pvtmape <pvtmape@embarqmail.com>, scvcic75 <scvcic75@gmail.com>, tomstrainjr@gmail.com <tomstrainjr@gmail.com>

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Date: 5/26/21 11:38 PM (GMT-06:00)

To: Larry McCluney <confederate@suddenlink.net>

Subject: Fw: SCV Audit letter

Sent: Wednesday, May 26, 2021, 11:06:36 PM CDT

Subject: SCV Audit letter

Cdr McCluney,

I am writing this at the behest of the officers and staff of the N B Forrest Camp 215, SCV (Memphis).

Sent at: 5/27/2021 8:34:08 AM

Fwd: SCV Audit letter

From: DARRELL MAPLES <pvtmape@embarqmail.com>

To: aotcommander@alscv.org, csa6thflorida@att.net, druxurb@gmail.com, Edwards, Robert <geaux-tigers@sbcglobal.net>, Hall, Scott <scott@scottdhallesq.com>, Hanna, J.C. <jc1120@bellsouth.net>, Kennedy, Donnie <wdkennedy@reagan.com>, Paul Gramling <paul1863@cs.com>, rebelrev@hotmail.com, SCV Executive, Director <exedir@scv.org>, Stone, Kevin <scvmechcav@hotmail.com>, barrowscv <barrowscv@inbox.com>, confederate <confederate@suddenlink.net>, danmccas@tecinfo.net, forrest2020@yahoo.com, pvtmape <pvtmape@embarqmail.com>, scvcic75 <scvcic75@gmail.com>, tomstrainjr@gmail.com

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Cdr McCluney,

I am writing this at the behest of the officers and staff of the N B Forrest Camp 215, SCV (Memphis).

On behalf of the Forrest Camp 215 I am requested to relay that the camp officers are appalled at the actions of the GEC in issuing a requested audit letter, at this time, of camp finances regarding the successful Forrest lawsuit, and unnecessarily mass-mailing this to the entire camp membership.

Let there be no doubt, the proper finances and accounting of the Forrest Camp are -- and have been -- beyond question for over 120 years. We are entirely confident that any examination of the camp finances will show that all accounting has been completely reconciled, and the camp is happy to share our files with the Commander-in-Chief and the GEC.

We are NOT opposed to any audit at any time.

HOWEVER, proper protocol would have been to simply include our camp commander and/or adjutant in your conference call to answer any questions. Answers would have been readily given.

The members of most EVERY camp have no involvement or concern about camp finances. They are only interested in paying their dues, participating in camp projects, and other activities. Sending this letter at this stage to everyone only generates distrust among the camp -- where nothing is wrong.

In addition, by sending this mass letter to the 180 or so camp members opens up the camp and the SCV to media compromise. A leak of this letter is too easy to accomplish. Our enemies would LOVE to get hold of a letter like this. The SCV and our local camp would be the proverbial hog on the skewer in the media. Our enemies will tear us up; if this gets out that there is any internal turmoil then the media will have a field day. We are hated enough already without giving them anything to pounce on. Every media outlet would jump on the SCV over this.

AND OF THE UTMOST SEVERITY AND IMPORTANCE:

WE ARE ON THE VERGE OF THE FORREST DISINTERMENT AND THE TIMING OF THIS LETTER TO ALL OF OUR CAMP MEMBERS SERIOUSLY JEAPORDIZES THE MOVING OF THE FORREST MONUMENT AND THE DISINTERMENT OF THE GRAVES OF GENERAL AND MRS NATHAN BEDFORD FORREST.

IF THE CITY OF MEMPHIS OR MEMPHIS GREENSPACE GOT WIND OF THIS THEY WOULD INFER THAT THE SCV CANNOT BE TRUSTED AND THE WHOLE COURT SETTLEMENT COULD BE OFF --- AND THERE WOULD BE NO DISINTERMENT OR RELOCATION.

OUR ENTIRE VICTORY IN COURT WOULD BE NEGATED AND UP IN SMOKE.

SOLUTION:

Please send a followup letter on the same SCV letterhead to EVERY camp member with this verbiage:

"Please disregard the previous letter concerning the Forrest Camp. It was sent in error and is hereby recalled."

signed, Larry McCluney, CIC, etc.

Nothing more need be said. You can always re-issue it later, AFTER we have the Forrest monument and the Forrest Remains in our possession and at Elm Springs.

In the meantime, we will certainly provide the accounting information that you asked for.

Thank you for your consideration,

Cdr Harry Adams, and Forrest Camp 215

NOTE: Cdr McCluney, we request that you ask for a motion to withdraw the letter. Otherwise the disinterment will be in jeopardy since it implies that the SCV cannot be trusted. The timing of this letter couldn't be worse. We are within

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THIS INSTRUMENT PREPARED BY:

Scott D. Hall, Esq.
374 Forks of the River Pkwy.
Sevierville, TN 37862
(865) 428-9900
scott@scottdhallesq.com

LICENSE AGREEMENT

Agreement made, effective as of the 7th day of June, 2021, by and between **Sons of Confederate Veterans, Inc., a Texas corporation**, herein referred to as Licensor, and **Tennessee Division, Sons of Confederate Veterans, Inc., a Tennessee corporation**, herein referred to as Licensee.

SECTION I. GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to Licensee a License to occupy and use, subject to all of the terms and conditions of this License Agreement, the following described property ("Property") located in the County of Marshall, State of Tennessee:

See Attached Exhibit A

SECTION II. LIMITATION TO DESCRIBED PURPOSE

The above-described Property may be occupied and used by Licensee solely for operation, maintenance, fundraising, preservation, promotion of Confederate History, and for incidental purposes related to such purpose during the period beginning date of execution hereof, and continuing until this Agreement is terminated as provided in this Agreement.

SECTION III. PERIODIC PAYMENTS & OBLIGATIONS

Licensee shall pay Licensor for this license: a) the cost of general liability, casualty and property owner's insurance, and other reasonable insurance coverages obtained for and/or covering the Property; b) the real property taxes and any other taxes incurred as a result of Licensee's use of the Property; and \$10.00 per year payable in advance.

Payment of any amount due shall be upon invoice and/or notice of the payment obligation made by Licensor to Licensee.

Licensee shall maintain and preserve the Property and all improvements to the Property, including any structures, walls, walks, fences, gates, parking areas, and means of egress / ingress. The parties hereto acknowledge the historical importance and significance of the Property and, as such, agree that the original structures should be maintained and preserved in a fashion which evokes and conveys the time period during which the original structures were created. The Property shall promote the honorable and true History of the Confederacy and the Confederate Soldier.

Licensee acknowledges and agrees that Licensor shall pay nothing to Licensee for maintenance, preservation, improvements, or other costs. Further, part of the consideration for this License Agreement is the entitlement of Licensor to receive and for Licensee to cede to Licensor all interests in any improvements to the property.

SECTION IV. TERMINATION

A. Either party may terminate this License Agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than ninety (90) days prior to the date specified in such notice for the date of termination.

B. Should the above-described Property, or any essential part of such Property, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and, in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within sixty (60) days following such partial destruction, and not less than ninety (90) days prior to the termination date specified in such notice.

C. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to the licensee, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice for the date of termination.

SECTION V. APPORTIONMENT OF PAYMENTS ON TERMINATION

A. On any termination of this Agreement, Licensee, shall quit the above-described Property, and shall allow to remain on such Property all improvements, monuments, and other personal property and fixtures installed in, on, or attached to the above-described Property.

B. Any termination of this Agreement, howsoever caused, shall be entirely without prejudice to the rights of licensor that have accrued under this agreement prior to the date of such termination.

SECTION VI. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.

SECTION VII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION VIII. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION IX. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective party as set forth at the beginning of this agreement.

SECTION X. ASSIGNMENT OF RIGHTS

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

LICENSOR:

Sons of Confederate Veterans, Inc.
A Texas Corporation

By: _____

Its: _____

LICENSEE:

Tennessee Division, Sons of Confederate Veterans, Inc.
A Tennessee Corporation

By: _____

Its: _____

State of _____

County of _____

Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he is the _____ of the maker, **Sons of Confederate Veterans, Inc., A Texas Corporation**, or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and official seal this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

State of _____

County of _____

Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he is the _____ of the maker, **Tennessee Division, Sons of Confederate Veterans, Inc., A Tennessee Corporation**, or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and official seal this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

TRACT 1

Beginning at a point in the center of a county road, said point being the northwest corner of the Challin property, and the northeast corner of the herein described tract; thence with the center of said road North 1 degree East, 100.00 feet to the southwest corner of the Ragsdale property; thence with Ragsdale's property as follows:

South 84 degrees 41 minutes East, 1956.19 feet to an iron pin; North 1 degree East, 889.00 feet to an iron pin in a fence line; North 88 degrees 01 minutes East, 1779.69 feet to an iron pin in a fence line, said point being the northeast corner of the herein described tract; thence with Challin's property as follows:

South 6 degrees 50 minutes West, 1260.19 feet with a fence line to the southeast corner of the herein described tract; North 83 degrees 40 minutes West, 3,615.73 feet to the point of beginning, and containing an area of 49.81 acres.

Being the same property conveyed to the State of Tennessee by deed of record in Book 71, Page 770, Register's Office of Marshall County.

The legal description of the property described above is the same as the one contained in the previous instrument of record.

TRACT 2

Beginning at a point in the line between W.A. Perryman and W.E. Hargrove, the same being the point where the front yard fence of the said W.A. Perryman intersects the line of the said W.E. Hargrove, and running from thence with the line of the said Perryman and Hargrove line in a westerly direction 53 feet to a stake, thence, South 35 feet to a stake; thence East 53 feet to a stake in the front yard fence of W.A. Perryman; thence with said yard fence 35 feet to the place of beginning, and containing 1,855 square feet.

Being the same property conveyed to the State of Tennessee by deed of record in Book P-3, Page 384, Register's Office of Marshall County.

The legal description of the property described above is the same as the one contained in the previous instrument of record.

TRACT 3

Being all of Lot Number 1 as shown on the plat of Sons of the Confederate Addition's, a plat of which is of record in Plat Cabinet C, Slide 167C, and all of Lots 2 & 3 as shown on the plat of Sons of the Confederate Addition, Section 2, a plat of which is of record in Plat Cabinet C, Slide 174D, all of record in the Register's Office of Marshall County, Tennessee.

This being a portion of the realty conveyed to Gary Finley, of record in Book 272, page 260, Register's Office of Marshall County, Tennessee.

This property is conveyed subject to all matters shown on plat of subdivision of record in Plat Cabinet C, Slide 167C & 174D, Register's Office of Marshall County, Tennessee.