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Map 95-6
Par. 11

DEED

THIS DEED made and entered into this 10th day of May, 1974, by and between FRED AUSTIN and Fausta P. AUSTIN, his wife, first parties, and SONJA AUSTIN, as trustee, for the benefit of the infant children of the parties, whose address is 3516 Camelot, Lexington, Kentucky, 40503, party of the second part,

WITNESSETH: That in order to carry out the judgment of divorce in Franklin Circuit Court Civil Action No. 79082, styled Sonja Austin vs. Fred Austin, and his wife by subsequent marriage, Fausta P. Austin, have bargained and sold and, by these presents, do hereby grant, bargin, sell, alien and convey all of their right, title and interest, in and to the hereinafter described real property, unto Sonja Austin, second party, in trust, for the benefit of the infant children of the parties, their heirs and assigns forever, said property being located in Davidson County, State of Tennessee, and being more particularly described as follows:

> Being Lot No. 9 on the plan of Craigmeade Subdivision, Section 1, of record in Book 2900, page 121, Register's Office for said County, as follows:
>
> Said Lot No. 9 fronts 75 feet on the Southerly side of Craigmeade Circle and runs back 331.5 feet on the Easterly line and 462.2 feet on the Westerly line to a deadline, measuring 224.3 feet thereon.
>
> Being the same property conveyed to Fred Austin and Sonja Austin, his wife, by George Riley Mattox, Jr. and Kelma West Mattox, his wife, by deed dated April 22, 1967 of record in Book 3710, page 448, Register's Office for Davidson County, Tennessee.

Pursuant to the judgment in the above styled action, the second party agrees to assume and to pay, in accordance with the terms thereof, the mortgage indebtedness against said property, one-half of the amount from her separate

interest or estate and one-half of the amount from the estate or interest of the infant children, as Trustees.

TO HAVE AND TO HOLD all of first parties' right, title and interest in and to the above described property, unto the party of the second part, as trustee, for the benefit of the infant children of the parties, their heirs and assigns forever, subject to the mortgage indebtedness existing against said property, which indebtedness is assumed by second party as set out above, with Covenant of General Warranty of Title.

IN TESTIMONY WHEREOF, witness the signatures of the parties of the first part this the day and year first above written.

C 6 6 6 0 1

IDENTIF. REFERENCE T

AUG 9 11 12 AM '74

FELIX Z. WILSON JT. REGISTER
DAVIDSON COUNTY, TENN.

Fred Austin

Fausta P. Austin

Austin

STATE OF KENTUCKY
COUNTY OF FRANKLIN ss.

The foregoing Deed was signed and acknowledged before me by Fred Austin and Fausta P. Austin, his wife, this 10 day of May, 1974.

Fred Greene
Notary Public

My commission expires: 12/14/76

THIS INSTRUMENT PREPARED BY:

Fred Greene
Attorney at Law
2093 Williamsburg Road
Lexington, Kentucky 40504

AUG-9	CONV	15,000.00			
AUG-9	S'TAX		A*	39.00	
AUG-9	PR'FEE		A*	.50	
AUG-9	W'DEED		A*	4.00	* 43.50

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
SONJA AUSTIN (NAME)	SONJA AUSTIN (NAME)	
3516 CAMELOT (STREET ADDRESS OR ROUTE NUMBER)	3516 CAMELOT (STREET ADDRESS)	
LEXINGTON KY. 40503 (CITY) (STATE) (P. O. ZIP)	LEXINGTON KY 40503 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ BY COURT ORDER (ATTACHED) Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF May, 1974.

Notary Public

MY COMMISSION EXPIRES: 4-27-76

(AFFIX SEAL)

premiums on a policy of insurance with Connecticut Mutual Life Insurance Company of Hartford, Connecticut, Policy No. 2308201, insuring the life of Second Party, and to irrevocably make and designate the four infant children of this marriage, or the survivors, beneficiaries thereof, until said four children reach their majority, at which time second party shall have all rights of ownership of said policy restored to him with cash surrender value and right to make any changes in the beneficiaries thereof.

6. It is agreed by and between the parties that so long as Second Party pays the major part of the expense for the maintenance and support of said infant children, he shall have the right to claim them as exemptions on his state and federal income tax returns, commencing with the year 1971, and it is further agreed that First Party shall have the right to claim herself as an exemption on her state and federal income tax returns, commencing with the year 1971.

7. Second Party shall convey to First Party, in trust, however, for the benefit of the infant children of the parties, or the survivors of them, his one-half undivided interest in and to that certain real estate now jointly owned by the parties hereto located in Nashville, Tennessee, and First Party agrees to assume and to pay, in accordance with the terms thereof, the mortgage indebtedness against said property, one-half of the amount from her separate interest or estate and one-half of the amount from the estate or interest of the infant children, as trustee.

8. Second Party shall convey to First Party all of his right, title and interest in and to that certain jointly owned real estate of the parties located at 224 Woodhill Lane.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

LAW OFFICES
JOHNSON & JUDY
328 WEST MAIN STREET
FRANKFORT, KENTUCKY
40601

WILLIAM E. JOHNSON
MICHAEL L. JUDY

P. O. BOX 192
TELEPHONE
223-8208
AREA CODE 502

August 1, 1974

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Mrs. Sonja Austin
3516 Camelot
Lexington, Kentucky 40503

Dear Mrs. Austin:

In view of the fact that it appears that the consideration for the enclosed deed was the Separation Agreement made a part of the judgment, I assume that you would use one-half of the value of the property transfered in calculating the recording fee. I do not know the value of the subject property, and thus I would have to defer to you on that point. If the total value of the property is $30,000.00, then one-half of the value transfered to you would be the sum of $15,000.00 and the tax on that sum would be $39.00. Thus you would need to forward your check in the amount of $43.50 to the recorder for the recording of the deed.

I am returning the documents to you with this letter.

Very truly yours,

JOHNSON & JUDY

William E. Johnson

WEJ:dm

Encl.