BOOK 5139 PAGE 610

APR25 MISC 8* 6.00 * 6.00

MAP 115-3
PAR 89 m/p
8th

QUITCLAIM DEED

THIS INDENTURE made and entered into on this the 8th day of April, 1977, by and between BRUCE WAYNE HERNDON, party of the first part, hereinafter called "Grantor," and FRANCES H. HERNDON, party of the second part, hereinafter called "Grantee";

W I T N E S S E T H :

WHEREAS, by Warranty Deed bearing date of the 13th day of March, 1974, and of record in the Register's Office of Davidson County, Tennessee, in Book 4797, at Page 357, James Preston Robinson and wife, Myra D. Robinson, conveyed unto Frances H. Herndon, a widow, and son, Bruce Wayne Herndon (the Grantor and Grantee herein), as tenants in common, a certain tract or parcel of land (the "Property") in Davidson County, Tennessee, described as follows, to-wit:

> Lot No. 31 on the Plan of Brook Meade, Section III of record in Book 2133, Page 116, in the Register's Office of Davidson County, Tennessee.
>
> Said Lot No. 31 fronts 160 feet on the northerly margin of Georgetown Drive and extends back northerly 200 feet on the easterly side and 303 feet on the westerly side to a dead line in the rear measuring 197.9 feet thereon.

reference being here made to said Warranty Deed for all of the terms and provisions thereof; and

WHEREAS, the purchase price paid by the Grantor and Grantee for the acquisition of said Property was the sum of $37,500.00, of which amount the Grantor herein furnished the sum of $3,750.00, and the Grantee herein furnished the sum of $33,750.00; and

WHEREAS, although an examination of the Deed recorded in Book 4797, at Page 357, said Register's Office, would indicate that the Grantor and Grantee herein are now equal tenants in common, it was the intent of the parties that the conveyance from James Preston Robinson and wife, Myra D. Robinson, be made in such fashion that Frances H. Herndon would own, as tenant in common, an undivided ninety percent (90%) interest in and to the Property, and Bruce Wayne Herndon would own, as tenant in common, an undivided ten percent (10%) interest in said Property;

NOW, THEREFORE, in consideration of the premises, and in order to reflect the true intent of the parties and their actual ownership interest in the Property, Grantor does hereby transfer, assign, quitclaim, and convey unto the Grantee an undivided forty percent (40%) interest in and to the Property, it being expressly understood and agreed that the Grantor retains unto himself, his heirs, successors and assigns, an undivided ten percent (10%) interest in and to the Property.

The Grantee joins herein for the purpose of acknowledging that the Grantor is the continuing owner, as tenant in common of an undivided ten percent (10%) interest in the Property, and further acknowledging that the Grantee is the owner, as tenant in common, of an undivided ninety percent (90%) interest in the Property.

Patricia M. Herndon, wife of the Grantor, joins herein for the purposes of conformity, and agreeing to all of the terms and provisions hereof, insofar as her rights, as wife of the Grantor, could or might be affected hereby.

IN WITNESS WHEREOF, Grantor, Grantee, and Patricia M. Herndon have executed this instrument on this the day and year first above written.

Bruce Wayne Herndon
BRUCE WAYNE HERNDON

Frances H. Herndon
FRANCES H. HERNDON

Patricia M Herndon
PATRICIA M. HERNDON

E00398

IDENTIF. REFERENCE

APR 25 2 49 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 8th day of April, 1977, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared BRUCE WAYNE HERNDON and wife, PATRICIA M. HERNDON, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office, the day and year above written.

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF TENNESSEE AT LARGE
MY COMMISSION EXPIRES JAN. 9, 1978

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Shelby (ak)

On this 8th day of April, 1977, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared FRANCES H. HERNDON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office, the day and year above written.

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF TENNESSEE AT LARGE
MY COMMISSION EXPIRES JAN. 9, 1978

THIS INSTRUMENT PREPARED BY:
David G. Williams, Attorney
2020 First Tennessee Building
Memphis, Tennessee 38103

PROPERTY ADDRESS: 704 Georgetown Drive	PARTY OR AGENCY RESPONSIBLE FOR PAYMENT OF TAXES (TO WHOM TAX BILLS ARE TO BE SENT)
NO CONSIDERATION - NO TRANSFER TAX OWED	FRANCES H. HERNDON and BRUCE WAYNE HERNDON 704 Georgetown Drive, Nashville, Tennessee

I hereby swear that no consideration is being paid for this transfer.

David G. Williams

SWORN TO AND SUBSCRIBED Before me, on this 8th day of April, 1977.

Notary Public

My commission expires:
April 25, 1979