Gary L. Fisher and G. Faye Fisher

to

J. K. Woodard, Trustee

and

J. K. Woodard, Trustee

to

Gary L. Fisher and G. Faye Fisher

Tract No. 1:
Map 43-14
11D 45160

Tract No. 2:
Par 133 Map 43-14 Par 134

This instrument prepared by
J. K. WOODARD, Attorney at law
223 MADISON ST.
MADISON, TENNESSEE 37115

BOOK 5337 PAGE 342

Send tax bills to:
Gary L. Fisher
400 Forest Park Road
#A-25 Lower
Madison, Tennessee 37115

QUITCLAIM DEED

WHEREAS, the parties, Gary L. Fisher and G. Faye Fisher, have heretofore been husband and wife and owned the two tracts of property herein described as husband and wife; and

WHEREAS, the parties are now divorced by Decree of the Circuit Court for Davidson County, Tennessee, of March 29, 1978; and

WHEREAS, said Decree provided that Gary L. Fisher would quitclaim his interest in Tract No. 1, hereinafter described to G. Faye Fisher and Tract No. 2, hereinafter described, would be vested solely in the said Gary L. Fisher; and

WHEREAS, the parties desire to own each tract as joint tenants with the right of survivorship upon the conditions hereinafter enumerated;

NOW, FOR THE PURPOSE of creating a joint tenancy with the right of survivorship on the terms as hereinafter set out and for the consideration of the sum of one dollar ($1.00) by each party paid to the other, the receipt of which is hereby acknowledged, the parties do hereby quitclaim and convey all their right, title and interest in the following described property, to J. K. Woodard, Trustee, his successors and assigns:

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $25,000.00

Affiant

Subscribed and sworn to before me this the 29th day of August, 1978.

Notary Public
My Commission Expires: 10/18/81

TRACT NO. 1: Being Lots Nos. 18 and 19 and a 5 foot strip of the southerly parts of Lots Nos. 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block "A" on the Map of Yowell Place as of record in Book 974, page 61, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Said Lots Nos. 18 and 19 adjoin and front together 50 feet on the west side of Hillcrest Drive and run back between lines, 440 feet on the north line of Lot No. 18 and 424 feet on the south line of Lot No. 19 to a dead line on which they measure 53 feet.

Said 5 foot strip of land is more particularly described as follows:

Beginning at the southeast corner of said Lot No. 17 which is also the northeast corner of Lot No. 18 of the same block and plan, which corner is the westerly right-of-way line of Hillcrest Drive, thence running from said point westerly with the north line of said Lot No. 18, 245 feet to a point in said line, being the southwest corner of Lot No. 9 of said block and plan; thence with the west line of said Lot No. 9 north 5 feet to a point in the said line; thence at right angle in an easterly direction parallel to the north line of said Lot No. 18, 225 feet to the east line of said Lot No. 17 which is also the west right-of-way line of Hillcrest Drive; thence with said line south 5 feet to the point of beginning; and being a part of the above mentioned lots numbers 9 to 17, inclusive.

Being the same property conveyed to Gary L. Fisher and G. Faye Fisher by deed from Vestor G. Livingston and wife, Katherine H. Livingston of record in Book 4694, pages 551 and 552, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Being Lots Nos. 20 and 21, Block "A", on the Map of Yowell Place, as of record in Book 974, page 61, Register's Office for said County.

Said Lots Nos. 20 and 21, adjoin and front together 50 feet on the westerly side of Hillcrest Drive and runs back between lines, 424 feet on the northerly line of Lot No. 20 and 406 feet on the southerly line of Lot 21, to a dead line in the rear on which they measure 51.5 feet.

Being the same property conveyed to Gary L. Fisher and G. Faye Fisher by deed from George M. Gill and wife, Melba C. Gill of record in Book 5215, page 726, Register's Office for Davidson County, Tennessee.

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

AND NOW, I, the said, J. K. Woodard, Trustee, for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby quitclaim and convey unto Gary L. Fisher and G. Faye Fisher, as joint tenants with the right of survivorship, their heirs and assigns, the same property hereinabove described and set forth, to which reference is here made, and said property is conveyed subject to the same limitations, restrictions, and encumbrances as may affect the premises, as above set forth, and on the following terms and conditions:

1. The said G. Faye Fisher shall pay the mortgages on Tract No. 1 and she shall have the right to the exclusive use of said property until such time as the youngest child born to these parties reaches the age of 18 years or until she remarries, whichever first occurs.

2. The said Gary L. Fisher shall have the exclusive use of Tract No. 2 until such time as the youngest child born of these parties reaches the age of 18 years or until the wife remarries, whichever occurs first. The said Gary L. Fisher shall pay the mortgage on Tract No. 2.

3. The parties shall each pay one-half of the taxes, insurance, and maintenance expenses on both tracts.

4. Whenever the parties' youngest child reaches the age of 18 years, or the said G. Faye Fisher remarries, whichever occurs first, the parties shall agree upon a competent real estate appraiser to appraise both tracts of said property and the said Gary L. Fisher shall have the right to purchase the interest of the said G. Faye Fisher in said property for one-half the appraised value of said property less the balance owing on the mortgages on said property.

To accomplish this provision, upon the occurance of either event, the said G. Faye Fisher shall within 20 days notify the said Gary L. Fisher and recommend an appraiser. If the said Gary L. Fisher does not accept the recommended appraiser, then within ten days, he shall notify the said G. Faye Fisher and recommend another appraiser. If the said G. Faye Fisher does not accept this recommended appraiser then she shall notify the said Gary L. Fisher within ten days and then within ten days both parties will notify their recommended appraisers to agree upon a third appraiser to appraise said property. After the property is appraised the said Gary L. Fisher shall within thirty days of notification of said appraised value notify the said G. Faye Fisher of whether or not he will buy her interest in said property and if he elects to buy said interest, the transaction will be closed within 15 days. If the said Gary L. Fisher elects not

to buy the interest of the said G. Faye Fisher, the property will be sold at public auction through Jim Camfield Realty and Auction Company. The net proceeds from the sale shall be divided equally between the parties. The parties shall each pay one-half any appraisers fee. All notices shall be written and hand-delivered or placed in the U. S. Mail, return receipt requested, to the last known address of the party being notified.

SEP 13 MISC 8* 8.00 * 8.00

IN WITNESS WHEREOF, we have hereunto set our hands on the 29th day of August, 1978.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ None

J. K. Woodard
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF Sept. 19 78.

E. Barnes
Deputy Register

Gary L. Fisher
GARY L. FISHER

G. Faye Fisher
G. FAYE FISHER

J. K. Woodard
J. K. WOODARD, TRUSTEE

SEP 13 2 57 PM '78
FELIX A. WHITTON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

E 88465

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Gary L. Fisher and G. Faye Fisher, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Madison, Tennessee, this 29th day of August, 1978.

Janet M. White
Notary Public

My Commission Expires: 10/18/81

JANET M. WHITE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. K. Woodard, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he, as Trustee, executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Madison, Tennessee, this 29th day of August, 1978.

Janet M. White
Notary Public

My Commission Expires: 10/18/81

JANET M. WHITE NOTARY PUBLIC DAVIDSON COUNTY, TENN.