FORM NO. WD-1

BOOK 5563 PAGE 569

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ -0-

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF February, 1980.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
WILKINS, ADAMS & SPICER, FROM INFORMATION FURNISHED BY THE PARTIES.
401 Union Street, Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mona Lisa Elks (NAME)	Engel Mortgage Company (NAME)	13DA-27085
438 Cornish Drive (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box 847 (STREET ADDRESS)	60-1
Nashville, Tn. 37207 (CITY) (STATE) (P. O. ZIP)	Birmingham, Alabama 35201 (CITY) (STATE) (ZIP)	90

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, ROGER D. ELKS and MONA LISA ELKS

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO QUITCLAIM ~~BARGAIN SELL AND CONVEY~~ UNTO MONA LISA ELKS

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

LAND in Davidson County, Tennessee, being Lot No. 70 on the Plan of Aldrich Heights, Section III, as of record in Book 2663, page 49, Register's Office for said County.

SAID Lot No. 70 fronts 155 feet on the southerly side of Cornish Drive, and runs back 242.8 feet on the easterly line and 186.5 feet on the westerly line, and to a dead line in the rear on which it measures 140.75 feet.

BEING the same property conveyed to Roger D. Elks and wife, Mona Lisa Elks, by deed from Alice Reed Watts Strickland and husband Odell W. Strickland, of record in Book 5141, page 20, in the Register's Office for Davidson County, Tennessee.

IT is understood and agreed that part of the consideration for the transfer of this property is the agreement of the Grantee to assume the unpaid balance of a note secured by a first mortgage Deed of Trust to Engel Mortgage Company, of record in said Register's Office, and also that the escrow account in connection with the aforesaid Deed of Trust is hereby transferred to the said Grantee.

IT is further understood and agreed that this conveyance is subject to the terms and conditions of Item 6 of the Property Settlement Agreement incorporated in the divorce decree between the Grantee and Grantor, a copy of which is attached hereto and to which reference is herein made.

This is unimproved ( ) improved (X) property, known as 438 Cornish Drive Nashville, Tennessee 37207
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zip)

~~TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered, unless otherwise mentioned; and we do further covenant and bind ourselves, our heirs, executors and administrators to warrant and forever defend the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever, except as to the taxes for the present year and subsequent years.~~

Witness our hands this 5th day of February, 1980

Roger D. Elks

Mona Lisa Elks

STATE OF TENNESSEE
Davidson County

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Roger D. Elks and Mona Lisa Elks

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 Nashville, Tennessee, this 5th day of February 1980

Commission expires 7-17-83

Notary Public

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he) (they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

Notary Public

QUITCLAIM DEED

~~WARRANTY DEED~~

FROM
ROGER D. ELKS and MONA LISA ELKS

TO
MONA LISA ELKS

F 75310

IDENTIF. REFERENCE

FEB 6 10 39 AM '80

FELIX A. JOHNSON III REGISTER
DAVIDSON COUNTY, TENN.

Return to: Row 1, Box 8, (bmg)

WILKINS, ADAMS & SPICER
ATTORNEYS AT LAW
1100 FIDELITY FEDERAL BUILDING
401 UNION STREET
NASHVILLE, TENNESSEE 37219

02/05 33.00- CHECK

11-21-79
1410 1530

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MONA LISA ELKS,	)	BOOK 5563 PAGE 571
Plaintiff,	)	
VS.	)	NO. 97212
ROGER DALE ELKS, SR.,	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on this 12th day of November, 1979, before the Honorable Hamilton V. Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, upon the original complaint for divorce, answer of the defendant and the entire record in this cause.

It appearing to the Court that the defendant has been personally served with the complaint and based upon the pleadings, evidence, testimony and statements of counsel for the parties, the defendant having withdrawn his answer, it further appears to the Court that the allegations of the complaint have been sustained and the plaintiff is entitled to an absolute divorce upon the grounds of irreconcilable differences.

And it further appearing to the Court that the parties have entered into a property settlement and child support agreement, which is appropriate and adequate and said agreement is expressly incorporated and made a part of this decree as follows:

IN THE FIRST CIRCUIT COURT

FOR DAVIDSON COUNTY, TENNESSEE

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MONA LISA ELKS,
Complainant

vs.

ROGER DALE ELKS, SR.,
Defendant

No. 97212

PROPERTY SETTLEMENT AND CHILD SUPPORT AGREEMENT

WHEREAS, there is presently pending in this court a Complaint for Absolute Divorce filed by Mona Lisa Elks, hereinafter the "Wife", and against Roger Dale Elks, Sr., hereinafter the "Husband"; and

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage and are living separate and apart, and it further appears that there is no hope for reconciliation; and

WHEREAS, the parties desire to enter into a Property Settlement and Child Support Agreement, not out of levity or by collusion, but to settle and adjudicate all property matters of the parties, and to tender the same to the court for approval in the event a divorce is granted in this cause; and

WHEREAS, both parties are aware of their possessions and obligations, one to the other; and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action is concerned and have had the opportunity of the advice of counsel;

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the parties agree as follows:

1. The parties are the parents of three minor children

to wit: Roger Dale Elks, Jr., age eight; James Wesley Elks, age six; and Gregory Allen Elks, age three. The parties agree that the Wife is a fit and proper person to have custody and control of said children and further agree that Husband shall have reasonable and liberal visitation privileges with said children at such times and upon such terms as the parties themselves may deem appropriate. Wife shall not permanently remove the children from the state of Tennessee without the consent of the Husband except with permission of the Court;

2. Husband agrees to pay to Wife the sum of Eighty-two and 50/100 ($82.50) Dollars per week for the support and maintenance of the parties' minor children with the understanding that child support payments for each child shall terminate upon the child's attaining age eighteen (18) or finishing high school, whichever event occurs last. Said payments shall commence on November 16, 1979, and shall be due and payable directly to the Wife on the Friday of each and every week thereafter;

3. Husband agrees to bear the costs of maintaining in full force and effect a policy of major medical and hospitalization insurance for the parties' children and shall pay all premiums required to maintain such policy. Husband agrees to bear sole responsibility for payment of any and all medical expenses incurred on behalf of the parties' minor children which are not covered by insurance, including but not limited to the deductable amount under the policy, doctor's bills, hospital bills, drug bills, dental bills, orthodontist bills and any other expenses for medical care of the parties' children;

4. It is understood and agreed between the parties that the Husband shall be entitled to claim the parties' minor children as exemptions for purposes of filing his federal income tax return, being acknowledged by the parties that the Husband will be providing more than one-half of the support for said children;

5. It is understood and agreed between the parties that the Husband shall bear sole and separate responsibility for payment of the debts of the parties, with the exception of the mortgage

payment to Engel Mortgage Company and the car payment to GMAC, regardless of whether joint or individual, which were incurred prior to the date of the parties agreement in this case, being June 1, 1979. Included in the debts hereby assumed by the Husband are Home Credit Company ($803.00), John F. Lawhon Company ($400.00) Master Charge account ($700.00), and the premium on John Hancock Company insurance policy ($55.80). It is further agreed that the Wife will execute any documents or agreements necessary to permit the Husband to refinance or consolidate these debts if he so chooses;

6. Husband agrees that all his right, title and interest in the parties' residence situated at 438 Cornish Drive, Nashville, Tennessee is hereby vested out of him and vested in Wife. Husband further agrees to execute a quitclaim deed to Wife to accomplish said transfer which deed shall be furnished to her no later than thirty (30) days after the entry of any final decree of divorce in this cause. Wife shall assume responsibility for payment of the remaining indebtedness payable to Engel Mortgage Company, Birmingham, Alabama on the parties' home and shall hold Husband harmless from liability therefor. It is further understood and agreed between the parties that upon the eighteenth birthday of Gregory Allen Elks, or upon the remarriage of the Wife, whichever occurs first, the said residence may be sold by the Wife for not less than its reasonable, fair market value, and the profit therefrom following the payment of the mortgage balance, shall be divided equally between the Husband, the Wife, and the parties' minor children, each group to receive a one-third (1/3) share. Nothing in this agreement shall be construed to require the Wife to sell the said residence, if, upon her remarriage or Gregory Allen Elks attaining the age of eighteen (18), she is able to pay to the Husband his one-third (1/3) share of the equity of said residence;

7. The parties have heretofore divided all articles of their household furnishings and personal property and do hereby ratify said division, acknowledging that all such property in the possession of either of them as of the date of execution of this

agreement is the sole and separate property of the party so possessing it;

8. Husband hereby transfers all of his right, title and interest in and to the 1977 Oldsmobile Cutlass to Wife. Wife shall assume sole and separate responsibility for paying the outstanding indebtedness on said automobile and shall hold the Husband harmless from any liability therefor. In the event the Wife chooses to refinance the said automobile, the Husband hereby agrees to execute any and all documents necessary to effect said refinancing;

9. Wife hereby transfers all her right, title and interest in and to a certain 1967 Ford pick-up truck to the Husband;

10. The parties agree that the checking account at Third National Bank and a savings account with the Oscar Mayer Meat Company now held by the parties shall be liquidated and the balance which existed as of June 1, 1979 divided equally between the parties;

11. The Husband agrees to pay the court costs of this divorce action, and each party shall pay their own attorney of record;

12. It is understood and agreed between the parties as part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement;

13. It is understood and agreed between the parties that this agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the final decree;

14. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without

limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution or right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by Wife and Husband or any property that either of them may acquire in the future;

15. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns;

16. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effect are fully known by each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel;

17. This agreement is executed in duplicate and a copy of same is being retained by both parties.

Mona Lisa Elks
Mona Lisa Elks

Roger Dale Elks Sr.
Roger Dale Elks

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 27th day of December, 1979 before me personally appeared Mona Lisa Elks, to me known to be the person described herein as the Wife who executed the foregoing instrument, and acknowledged that she had executed the same as her free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal at Nashville, Tennessee, the date and year first above written.

Notary Public

My Commission Expires: 4-17-83

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 7th day of November, 1979 before me personally appeared Roger Dale Elks, to me known to be the Husband described herein who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal at Nashville, Tennessee, the date and year first above written.

Cheryl Lowrance
Notary Public

My Commission Expires:

1-15-83

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Mona Lisa Elks, is awarded an absolute divorce from the defendant, Roger Dale Elks, Sr., upon the grounds that there exist irreconcilable differences between the parties.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff, Mona Lisa Elks, shall have the sole and exclusive custody of the parties minor children and the defendant shall have reasonable visitation rights with said children.

It is further ORDERED, ADJUDGED and DECREED that the defendant, Roger Dale Elks, Sr., shall pay to the plaintiff as support for said minor children the sum of Eighty-Two Dollars and Fifty Cents ($82.50) per week to commence on November 16, 1979, and such payment shall be made directly to plaintiff on the Friday of each and every week thereafter.

It is further ORDERED, ADJUDGED and DECREED that the debts which the defendant was ordered to pay during the pendency of this divorce action shall be paid by him and made current as of the date of this decree, for the collection of which execution may issue if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement and child support agreement entered into by the parties, and which is contained herein, is fully approved by the Court and is made a part of this decree.

It is further ORDERED that the defendant, Roger Dale Elks, Sr., shall pay the costs of this cause for the collection of which execution may issue if necessary.

Entered this 16th day of November, 1979.

HAMILTON V. GAYDEN, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH

BY: Edward M. Yarbrough
EDWARD M. YARBROUGH
Attorneys for Mona Lisa Elks

GALBREATH, SCHNEIDER & ZANETIS, P.C.

BY: Mark A. Schneider
MARK SCHNEIDER
Attorney for Roger Dale Elks, Sr.