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RUSH

BOOK 5671 PAGE 724

IDENTIF. REFERENCE

OCT 30 9 34 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $ None .

Sylvia Mobley
Affiant

Subscribed and sworn to before me, this 28 day of October, 1980.

Kenneth McClellan
Notary Public

My Commission Expires:
My Commission Expires July 8, 1983

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

TRACT 1

THIS INSTRUMENT WAS PREPARED BY
James L. Fuqua, Jr., 919 West Main Street, Hendersonville, TN 37075

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Nos.
Sylvia Mobley	Sylvia Mobley	Map #72-3
1212 McChesny	1212 McChesny	Parcel #133
Nashville, TN 37216	Nashville, TN 37216	

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $ None .

Sylvia Mobley
Affiant

Subscribed and sworn to before me, this 28 day of October, 1980.

Kenneth McClellan
Notary Public

My Commission Expires:
My Commission Expires July 8, 1983

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

TRACT 2

THIS INSTRUMENT WAS PREPARED BY
James L. Fuqua, Jr., 919 West Main Street, Hendersonville, TN 37075

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Nos.
Justin L. Mobley	Justin L. Mobley	Map #112
Old Charlotte Pike	3731 E. Paradise Lane	Parcel #89
N of Highway 70 South	Phoenix, Arizona 85032	

1583 10/30 15.00- CHECK

AGREEMENT

BE IT REMEMBERED that Justin L. Mobley and Sylvia R. Mobley (also known as Sylvia Robinson), have for the mutual consideration of settling their property rights and terminating their joint ownership of property, entered into the following agreements:

1. The parties acknowledge that they are not married but that they have lived as husband and wife and that they have purchased the following described property as "Justin L. Mobley and wife, Sylvia R. Mobley":

TRACT 1:

BEING Lot No. 188 on the Map of Inglewood Place, as of record in Book 352, Page 101, Register's Office for said County.
SAID Lot No. 188 fronts 100 feet on the southerly margin of McChesney Avenue and runs back between parallel lines 205 feet to a dead line.
BEING the same property conveyed to Justin L. Mobley and wife, Sylvia R. Mobley, by deed from Elizabeth Hunter, Hubert B. Boehms, Jr., Mrs. Ruby Heriges, and Edward W. Boehms of record in Deed Book 4553, Page 920, Register's Office for Davidson County, Tennessee.

TRACT 2:

A tract of land in the 19th Civil District of Davidson County, Tennessee, according to a survey made by Petty & Petty, dated 28 May 1968 more particularly described as follows:

BEGINNING at a point in the easterly margin of Old Charlotte Pike, said point being 347 feet in a southerly direction along the easterly margin of Old Charlotte Pike from the northwest corner of the property conveyed to J. Dedrick Stevens and E. D. Hill by deed from E. T. Miller and wife, Nell Gordia Miller, of record in Book 4123, Page 349, said Register's Office; thence south 75 deg. 50' east a distance of 739 feet to a point; thence south 2 deg. 46' west a distance of 187 feet to a point; thence north 75 deg. 00' west a distance of 785 feet to a point in the easterly margin of Old Charlotte Pike; thence alont the easterly margin of Old Charlotte Pike; thence along the easterly margin of Old Charlotte Pike North 16 deg. 49' east distance of 180 feet to the point of beginning. Said tract being designated as Tract No. 3 and containing 3.1 acres.

BEING the same property conveyed to Justin L. Mobley and wife, Sylvia M. Mobley, by deed from Clifton N. Kelley and wife, Edith G. Kelley, of record in Deed Book 4420, Page 495, Register's Office for Davidson County, Tennessee.

2. The parties agree that irreconcilable differences exist between them and that in the future it will be impossible for them to live together as Husband and Wife but that Sylvia R. Mobley shall retain the name she assumed during the time the parties lived together.

3. The parties wish to terminate the joint ownership of property listed in Paragraph 1 hereof.

4. For the purpose of terminating their joint ownership of property Justin L. Mobley hereby conveys to Sylvia R. Mobley his entire interest in Tract 1. Sylvia R. Mobley agrees that she shall be responsible for the indebtedness secured by Tract 1 and shall hold Justin L. Mobley harmless therefor.

5. For the purpose of terminating their joint ownership of property Sylvia R. Mobley hereby conveys to Justin L. Mobley her entire interest in Tract 2.

6. The parties agree to refrain from charging or incurring debts or other obligations in the name of the other party.

7. Justin L. Mobley shall receive all right, title and interest to all guns, tools and personal belongings in his possession and any interest of Sylvia R. Mobley is hereby divested from her and vested in Justin L. Mobley.

8. Sylvia R. Mobley shall receive all right, title and interest to all household goods and furnishings and any interest of Justin L. Mobley is hereby divested from him and vested in Sylvia R. Mobley.

9. Justin L. Mobley shall receive all right, title and interest to a 1978 Chevy truck titled in his name and any interest of Sylvia R. Mobley is hereby divested from her and vested in Justin L. Mobley. Justin L. Mobley shall be solely responsible for the indebtedness due on this truck.

10. Sylvia R. Mobley shall receive all right, title and interest to a 1977 Oldsmobile automobile titled in both the parties names and any interest of Justin L. Mobley is hereby divested from him and vested in Sylvia R. Mobley.

11. Sylvia R. Mobley shall receive all right, title and interest to her personal belongings and any interest of Justin L. Mobley is hereby divested from him and vested in Sylvia R. Mobley.

12. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of agreement of the property rights of the respective parties hereto and is a full discharge of Justin L. Mobley from all other obligations to support Sylvia R. Mobley, and a discharge from all other claims arising out of their 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 in 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, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by the parties, or any property either of them may acquire in the future.

13. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

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

15. Sylvia R. Mobley accepts the provisions of this agreement in full and final settlement of all claims and demands for support or maintenance for herself and fully discharges Justin L. Mobley from all such claims and demands except as is provided in this Agreement.

16. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion, or misrepresentations or for any reason not stated herein. 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.

WITNESS OUR HANDS this 14 day of October, 1980.

Sylvia R. Mobley
SYLVIA R. MOBLEY

Justin L Mobley
JUSTIN L. MOBLEY

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

This instrument was acknowledged before me this 14 day of Oct., 1980 by Justin L. Mobley

In witness whereof I hereunto set my hand and official seal.

Lisa C. Barela NOTARY PUBLIC

My Commission Expires May 26, 1981

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, Kenneth T. McClellan, a Notary Public in and for the said County and State, the within named SYLVIA M. MOBLEY the bargainor with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 28 day of October, 1980.

Kenneth T. McClellan
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 17, 1983

STATE OF ARIZONA

COUNTY of Maricopa

Personally appeared before me, John C. Bracken, a Notary Public in and for the said County and State, the within named JUSTIN L. MOBLEY the bargainor with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Phoenix, Arizona Tennessee, this 14 day of October, 1980.

John C. Bracken
NOTARY PUBLIC
My Commission Expires May 26, 1981

My Commission Expires: