SHIPLEY & BEHM
206 Realtor's Bldg. Mail
306 Gay Street
Nashville, TN 37201

BOOK 5705 PAGE 302

# QUITCLAIM DEED

| ADDRESS NEW OWNER (S) AS FOLLOWS | SEND TAX BILLS TO | MAP PARCEL NUMBERS |
|---|---|---|
| Patricia Ann Ross | Fidelity Federal Savings & Loan | 104-13 |
| (NAME) 3601 Bellwood Drive | (NAME) 401 Union Street | 229 |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37205 | (STREET ADDRESS) Nashville, TN 37219 | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

FOR AND IN CONSIDERATION of One dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, William Alan Ross, by these presents do hereby quitclaim and convey unto Patricia Ann Ross, her successors and assigns, all his right, title and interest in and to the following described tract of land:

LAND in Davidson County, Tennessee, being the easterly 10 feet of Lot No. 8, all of Lot No. 9 and the westerly 37 feet of Lot No. 10 of Block "C" on the Map of Bellwood, as of record in Book 547, Pages 149 and 150, Register's Office for said County.

SAID part of Lot No. 8, all of Lot No. 9 and part of Lot No. 10 front together 107 feet on the southerly side of Bellwood Drive and run back 120 feet, more or less, on the easterly line and 140.21 feet on the westerly line to a dead line, measuring 102 feet, more or less thereon.

BEING the same property conveyed to J.B. Elizer by deed from Margaret Roth Grizzard, of record in Book 4558, Page 119, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the plan of record in Book 547, Pages 149 and 150 said Register's Office which shows an owner's certificate, a 30-foot minimum building setback line for Bellwood Drive, Restrictive covenants and easements contained in instrument of record in Book 775, Pages 32, 52, 55 and 74, said Register's Office.

See Exhibit "A" attached.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 0.00

Subscribed and sworn to before me, this the 23rd day of January 19 81

My commission expires: Notary Public (Affix Seal)

MARIETTA M. SHIPLEY
Notary Public, State of Tennessee
Commission Expires 1-28-81

Affiant William Alan Ross

Notary Public Marietta M. Shipley

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

Witness my hand this 23rd day of January, 19 81, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

William Alan Ross

01/30 21.00 CHECK

7272

STATE OF
COUNTY OF

Personally appeared before me, Marietta M. Shipley a Notary Public in and for said County and State, William Alan Ross

the within named 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 Nashville this 23rd day of January, 1981.

Marietta M. Shipley Notary Public

MARIETTA M. SHIPLEY
Notary Public, State of Tennessee
Commission Expires 1-28-81

Commission expires

STATE OF
COUNTY OF

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, and who, upon oath, acknowledged _____self to be _____ of the _____ the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____day of _____, 19___.

_____ Notary Public

Commission expires _____

**QUITCLAIM DEED**

WILLIAM ALAN ROSS
AND
PATRICIA ANN ROSS

G 2.7.307

IDENTIF. REFERENCE

JAN 30 8 16 AM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

Exhibit "A" to Quitclaim Deed

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1981 JAN 26 PM 3 10

GEORGE L. ROONEY, CLERK

_____ D.C.

| | | |
|---|---|---|
| PATRICIA ANN ROSS, PLAINTIFF, | ) | BOOK 5705 PAGE 304 |
| vs. | ) | NO. _____ |
| WILLIAM ALAN ROSS, DEFENDANT. | ) | |

SETTLEMENT AGREEMENT AND

CHILD CUSTODY AGREEMENT

THIS AGREEMENT MADE BETWEEN PATRICIA ANN ROSS residing AT 3601 Bellwood Drive, Nashville, Tennessee 37205, herein called the "Wife" and WILLIAM ALAN ROSS residing at 1123 Belevidere Drive, Nashville, Tennessee herein called the "Husband".

WITNESSETH:

WHEREAS, the parties were married on September 30, 1967 in New York City, New York; and

WHEREAS, there were three (3) minor children born of said marriage, namely: Daren Alexander Ross, born June 5, 1971, Anna Marie Ross, born February 10, 1974 and Andrew Gearing Ross, born June 15, 1976; and

WHEREFORE, unhappy differences have arisen between the parties, and as a result of which they have heretofore separated and are now living apart from each other; and it is their intention to live apart for the rest of their lives; and

WHEREAS, they desire to adjust and settle by agreement all matters concerning their respective property rights, the support of the Wife and the custody, support, maintenance and education of their three (3) minor children; and

WHEREAS, both parties fully understand all of the provisions of this agreement and believe them to be fair, just, adequate and reasonable, and consistent with the best interest and welfare of

their three (3) minor children, and accordingly except such provisions freely and voluntarily,

NOW, THEREFORE, in consideration of the premises and mutual promises and undertaking hereinafter set forth, and for other good and valuable consideration, the parties agree;

1. The parties shall continue to live separate and apart for the rest of their lives and shall be free from interference, authority, control, direct or indirect, by the other, as fully as if sole and unmarried.

2. The Wife shall have permanent custody of the three (3) minor children subject to the reasonable visitation rights by the Husband.

3. Ownership of the house and lot located at 3601 Bellwood Drive, Nashville, Nashville, Tennessee 37205 shall be vested solely in the name of Patricia Ann Ross. The Husband shall execute all necessary documents to transfer his interest in the property to the Wife. However, in the event that the house is sold, the Wife shall pay to the Husband, Eight Thousand ($8,000.00) Dollars out of the net proceeds of the sale of the house.

4. The Husband hereby agrees to transfer title to the Wife on the 1980 Chevette car. However, the Wife will be responsible for all future car payments.

5. The parties hereby acknowledge that they have heretofore divided between them all items of household furnishings, applicances and personal belongings to their mutual satisfaction.

6. The Husband shall pay to the Wife as child support for the three (3) minor children Two Hundred ($200.00) Dollars per month per child until each child reaches the age of eighteen (18) subject to the following:

(a) The Husband shall remain responsible for making the aforesaid payments regardless of whether the Wife remarries or not.

(b) The payments will increase Fifteen ($15.00) Dollars per month per child on the anniversary of the signing of the Property Settlement Agreement until a maximum of Three Hundred Thirty-five ($335.00) Dollars per month per child is reached.

(c) The Wife hereby acknowledges that the Husband shall be entitled to claim two of the minor children as dependents on Federal Income Tax Return. The Husband hereby acknowledges that the Wife will be entitled to claim one of the minor children on her Federal Income Tax Return.

7. The Husband further agrees that he will pay to the Wife as additional child support 10% of the net bonus he receives at the end of each calendar year until the youngest child reaches the age of eighteen (18).

8. The parties hereby agree that as each minor child reaches the age of eighteen (18) they will share the costs of the college expenses or other expenses for additional training beyond high school which shall be limited to expenses for tuition, books, necessary supplies, room and board.

9. The Husband agrees to maintain and pay insurance premiums necessary to maintain medical insurance on the minor children. In addition as long as he remains in his present company he will pay all medical and dental bills not covered under his present insurance policy. If the above coverage terminates the Husband and Wife will share equally all medical and dental bills not covered under the Husband's medical insurance policy.

10. The Husband agrees to maintain in full force and effect a policy of life insurance on his life with the three (3) children as beneficiaries. If he has not done so already, he will designate the children as beneficiaries within thirty (30) days of the date of the signing of this property settlement agreement. The Husband shall have the right to change the beneficiaries only in the event of the death of all three minor children.

11. The Husband agrees that he will hold the Wife harmless for all past due obligations on the following accounts:

(a) Visa Charge Card - 4439-0130-0080-4001 (First American Bank)

(b) Visa Charge Card - 4453-006-297707 (Third National Bank)

(c) Master Charge - 5247-300-2303-424

12. The Wife agrees that she will be responsible for and hold the Husband harmless for a loan with the First American Bank, 072-07247.

13. It is agreed that the parties will file a joint income tax return for the year 1980, and that each party will receive one-half (1/2) of the income tax refund.

14. The Husband agrees that he will pay the Wife's attorney's fees and all costs of this action.

15. This agreement has been made and shall be performed and construed with reference to the laws to the State of Tennessee. If a Court of competent jurisdiction at any time holds that a portion of this agreement is invalid, the remainder shall not be affected hereby and shall continue in full force and effect.

16. The parties acknowledge that they entered into this agreement voluntarily and with full knowledge of the other parties financial condition and character, nature and value of the other parties estate.

17. This agreement contains the entire understandings of the parties and there are no representations, warranties, promises, covenants or other undertakings than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals this 23rd day of January, 1981 in the City of Nashville, State of Tennessee.

Patricia Ann Ross
Patricia Ann Ross, Wife

William Alan Ross
William Alan Ross, Husband

I am surety for
costs not to exceed
$500.00.

Marietta Shipley

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Marietta M. Shipley a Notary Public in and for said County and State, Patricia Ann Ross, 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 23rd day of January, 1981

Marietta M. Shipley
NOTARY PUBLIC

My Commission Expires:

MARIETTA M. SHIPLEY
Notary Public, State of Tenn. at Large
Commission Expires 1-28-81

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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