BOOK 6467 PAGE 699

I 7 4 5 7 2

This Instrument Prepared By:
William E. Shofner, Esq.
2100 One Commerce Place
Nashville, Tennessee 37239

IDENTIF. REFERENCE

JAN 3 2 18 PM '85

REGISTER
DAVIDSON COUNTY, TN

QUITCLAIM DEED

Send Tax Bills to
New Owner as Follows:

John D. Crowell
720 23rd Street
Nashville, Tennessee 37209

Map & Parcel Numbers
M-91-1
P-81

For good and valuable consideration, we, Anne Cornett, Jacqualine Thomas, Wayne Capps, Johnny Capps and Belinda Swafford, hereby transfer and convey unto John D. Crowell, all our right, title and interest in and to that parcel of real estate situtated in Davidson County, Tennessee, described as follows:

Being lot No. 6 on the Re-subdivision of Lot No. 3 West Nashville Annex as of record in Book 4175, Page 112, Register's Office for said County.

Said lot fronts 55 feet on the easterly side of 23rd Street and extends back 120 feet on the northerly line and 172.88 feet on the southerly line to a dead line and measures 76.7 feet thereon.

Being the same property conveyed to John T. Crowell and wife, Agnes Crowell, by deed from Creekmore Construction Company, Inc., of record in Book 4482, page 57, Register's Office for Davidson County, Tennessee, John T. Crowell having died October 18, 1980, survived by his wife, Agnes Crowell, who then died intestate September 26, 1982, and thereby conveying this property by the laws of descent and distribution to her issue Anne Cornett, Jacqualine Thomas, Wayne Capps, Johnny Capps, Belinda Swafford and John D. Crowell.

IN WITNESS WHEREOF, we have executed this instrument as of this 15th day of June, 1984.

Anne Cornett
ANNE CORNETT

Jacqualine Thomas
JACQUALINE THOMAS

NOTARY PUBLIC

01/03 8.00 CHECK

386

Wayne Capps
WAYNE CAPPS

Johnny L Capps
JOHNNY CAPPS

Belinda Swafford
BELINDA SWAFFORD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Shirley Ford, a Notary Public in and for said County and State, the within named Anne Cornett, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, this 31st day of May, 1984.

Shirley Ford
Notary Public

My Commission Expires: 07-21-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Shirley Ford, a Notary Public in and for said County and State, the within named Jacqualine Thomas, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, this 4th day of June, 1984.

Shirley Ford
Notary Public

My Commission Expires: 07-21-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Shirley Ford, a Notary Public in and for said County and State, the within named Wayne Capps, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 5th day of June, 1984.

Shirley Ford
Notary Public

My Commission Expires: 07-21-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 6467 PAGE 701

Personally appeared before me, Shirley Ford, a Notary Public in and for said County and State, the within named Johnny Capps, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, this 13th day of June, 1984.

Shirley Ford
Notary Public

My Commission Expires: 07-21-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Shirley Ford, a Notary Public in and for said County and State, the within named Belinda Swafford, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, this 1st day of June, 1984.

Shirley Ford
Notary Public

My Commission Expires: 07-21-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration given for this property was $ 0 .

Anne Cornett
Affiant

Sworn to and subscribed before me this 31st day of May, 1984.

Anita McBride
Notary Public

My Commission Expires: 10-20-85

This Instrument Prepared By:
William E. Shofner, Esq.
2100 One Commerce Place
Nashville, Tennessee 37239

A G R E E M E N T

BOOK 6167 PAGE 702

THIS AGREEMENT, entered into on this 4th day of August, 1984, by and among Anne Cornett, Wayne Capps and John D. Crowell;

W I T N E S S E T H :

WHEREAS, on September 26, 1982, Agnes Crowell died intestate;

WHEREAS, on September 26, 1982, Agnes Crowell, owned in fee simple real property located at 720 23rd Street, Nashville, Davidson County, Tennessee ("the Property");

WHEREAS, by Tennessee law of descent and distribution, the Property passed to the heirs of Agnes Crowell on the day of her death, which heirs were her sons and daughters, Anne Cornett, Jacqualine Thomas, Wayne Capps, Johnny Capps, Belinda Swafford, and John D. Crowell;

WHEREAS, Anne Cornett, Jacqualine Thomas, Wayne Capps, Johnny Capps, and Belinda Swafford wish to convey their interests, by quitclaim deed, in the Property to John D. Crowell upon the condition that John D. Crowell agree with Anne Cornett and Wayne Capps that he will reconvey the Property to his brothers and sisters upon certain contingencies, as set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Anne Cornett, Jacqualine Thomas, Wayne Capps, Johnny Capps, and Belinda Swafford will convey their interests in the Property to John D. Crowell, by quitclaim deed, a form of which is attached hereto as Exhibit A, upon John D. Crowell agreeing with Anne Cornett and Wayne Capps to pay any and all sums due the mortgagee, its successors and assigns (the "Indebtedness"), described

in the deed of trust from John D. Crowell and wife, Agnes Crowell, to Robert J. Canning, Trustee, dated February 22, 1981, a copy of which is attached hereto as Exhibit B (the "Deed of Trust"). John D. Crowell agrees to pay to the holder of the Indebtedness all sums due under the notes and documents evidencing such Indebtedness, according to the terms of such notes and documents.

2. John D. Crowell agrees that while the Indebtedness remains outstanding, John D. Crowell and his immediate family will occupy the Property.

3. John D. Crowell agrees that while the Indebtedness remains outstanding, he will comply with all laws and regulations affecting the Property.

4. While the Indebtedness remains outstanding, John D. Crowell agrees that he will (a) maintain the Property in good condition, reasonable wear and tear excepted; (b) use reasonable diligence in protecting and caring for the Property; (c) keep the Property free from nuisances; (d) make no alterations to the Property or to the fixtures thereto; (e) keep the Property insured against fire and other hazards, calamaties and contingencies in an amount equal to the fair market value of the Property and shall keep such policy and all renewals thereof in the possession and control of Anne Cornett and Wayne Capps and shall attach thereto loss payable clauses in favor of and in a form acceptable to Anne Cornett and Wayne Capps.

5. While the Indebtedness remains outstanding, John D. Crowell agrees (a) to pay for all repairs and services on the Property, (b) to keep the Property free and clear of all liens and encumbrances, and (c) to pay all taxes, charges, assessments, liens, utilities, insurance premiums, and any and all costs and expenses arising on or against the Property whatsoever.

6. While the Indebtedness remains outstanding, John D. Crowell shall notify Anne Cornett and Wayne Capps immediately of

any malfunction of equipment, damage by fire, water or act of God on the Property, and John D. Crowell shall repair the damage with reasonable promptness.

7. While the Indebtedness remains outstanding, Anne Cornett and Wayne Capps may enter upon the Property at any reasonable time, and John D. Crowell will not lease the Property or sell, convey or dispose of in any manner whatsoever his interest in the Property, without written permission of Anne Cornett and Wayne Capps.

8. While the Indebtedness remains outstanding, John D. Crowell will evidence all payments on the Indebtedness by forwarding to Anne Cornett and Wayne Capps receipts, copies of checks, proof of payment, invoices, or any other evidence satisfactory to Wayne Capps and Anne Cornett showing payment on the Indebtedness.

9. Upon failure to perform any of the covenants in this Agreement by John D. Crowell, Wayne Capps and Anne Cornett may demand John D. Crowell to convey, and cause his spouse and others to convey, immediately by warranty deed to John D. Crowell's sisters and brothers, specifically, Anne Cornett, Jacqualine Thomas, Wayne Capps, Johnny Capps, and Belinda Swafford, all of his and their interests in the Property. The purchase price for such conveyance shall be the sum of $1.00. While the Indebtedness remains outstanding, John D. Crowell agrees that if he shall die, his interest in the Property shall pass to his brothers and sisters as named. While the Indebtedness remains outstanding, John D. Crowell covenants that he will take all steps necessary to assure his brothers and sisters that if he should die during the term of this Agreement, John D. Crowell has made provisions satisfactory to his brothers and sisters that his wife and his issue, if any, shall not obtain an interest in the Property and shall use his best efforts to give proof satisfactory in form to said brothers and sisters that his wife's statutory share

in his estate shall run against property in the estate of John D. Crowell other than the Property.

10. Upon payment in full of the Indebtedness and release of the Deed of Trust, this Agreement shall terminate.

11. This Agreement shall be construed under the laws of the State of Tennessee and shall be binding upon the parties hereto and their heirs, representatives and assigns.

Anne Cornett
ANNE CORNETT

Wayne Capps
WAYNE CAPPS

John D Crowell
JOHN D. CROWELL

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, M. G. Jacobs, a Notary Public in and for said County and State, Anne Cornett, Wayne Capps and John D. Crowell, the within named 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 4 day of August, 1984.

M. G. Jacobs
Notary Public

My Commission Expires: 4-19-87