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NOTICE OF LIFE ESTATE IN 531 HARDING PLACE, NASHVILLE, TENNESSEE

WHEREAS, Chester A. Embree and Grace V. James were married on April 30, 1985;

WHEREAS, prior to the marriage, on April 29, 1985, the parties made certain agreements which they set down in writing in an Antenuptial Agreement dated May 1, 1985, a copy of which is hereto attached;

WHEREAS, as part of said Agreement, Chester A. Embree agreed to give Grace V. James a life estate in and to the homeplace located at 531 Harding Place, Nashville, Tennessee.

NOW, THEREFORE, Grace V. James Embree does by this document and signature below give notice that she has a life estate in the property located at 531 Harding Place, Nashville, Tennessee.

IN WITNESS WHEREOF, I have hereto set my signature this 7th day of April, 1989.

Grace V. James Embree

GRACE V. JAMES EMBREE

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 **GRACE V. JAMES EMBREE,** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee this 7th day of April, 1989.

NOTARY PUBLIC

Suzanne M. Kaser

Notary Public

My commission expires 7/10/90

Prepared By: Linda S. Harris, Attorney
One Burton Hills Blvd., #220
Nashville, Tn. 37215

RECEIVED
Apr 7 12 31 PM '89
DAVIDSON COUNTY REGISTER OF DEEDS

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ANTENUPTIAL AGREEMENT

This Agreement is entered into on this 1st day of May, 1985, between CHESTER A. EMBREE and GRACE V. JAMES in Nashville, Tennessee.

W I T N E S S E T H:

WHEREAS, both parties contemplate marriage and desire to enter into the following contract for the purpose of dividing their real and personal property in the event of divorce or death;

WHEREAS, the parties are entering into this agreement pursuant to T.C.A. §36-3-501 and the agreement is entered into freely, knowledgeably, and in good faith and without exertion of duress or undue influence upon either spouse;

WHEREAS, the parties intend this agreement to be enforceable in any jurisdiction in the event of divorce or death;

WHEREAS, the parties have made a full disclosure as to the nature, extent and value of all assets and income sources and each party comprehends and understands the nature of said resources; and,

WHEREAS, each party agrees there is adequate provision for the needs of the other party pursuant to this agreement.

The parties agree as follows:

1. Consideration. The effective date of this agreement is April 29, 1985 a date prior to the marriage of the parties. The consideration is the exchange of rights released in the property of the other in contemplation of marriage even though the parties executed this agreement after marriage. Both parties acknowledge that this agreement was made and agreed upon orally on or before April 29, 1985, even though the parties were married on April 30, 1985. Grace V. James acknowledges and agrees adequate provision has been made for her needs in the event of either divorce of the parties or the death of Chester A. Embree.

2. Real Property. Chester A. Embree agrees to give Grace V. James a life estate in a home located at 531 Harding Place, Nashville, Tennessee. Grace V. James shall be entitled to live at that homeplace or use the home for whatever purpose during her

life. After Grace V. James dies, the home shall become the property of the sons of Chester A. Embree pursuant to his Last Will and Testament.

3. Personal Property. Chester A. Embree agrees to give Grace V. James a tax free bond (E. F. Hutton #112) in the amount of $25,000.00 to assist Grace V. James after the death of Chester A. Embree. ~~(If this marriage is dissolved by any reason other than the death of Chester A. Embree before June 30, 1987, then this gift is void.)~~ NE - JVE

Chester A. Embree also agrees to give all personal property at the residence located at 531 Harding Place to Grace V. James except the Benton Lithograph, antique secretary, antique oak dining room table and chairs, and Jackson Press. Those items of personal property shall be given to Chester A. Embree's sons according to his Last Will and Testament. Upon the death of Grace V. James, all items of personal property remaining shall become the property of the surviving sons of Chester A. Embree.

4. Assets. Chester A. Embree agrees to give to Grace V. James a one-fourth (1/4) interest in his assets other than the property or assets discussed in this agreement in the event of death. However, in the event of divorce, the only assets Grace V. James shall be entitled to are set forth in this agreement.

① 25m bond
② Life est. in home pd

5. Property. The parties agree that all other property now belonging to said parties on or before the date of the execution of this agreement and all other properties hereafter acquired by the parties shall be the sole and separate property of each of the parties with all the rights and privileges as though the parties were unmarried. Each party shall own his or her property separately and free from all the marital rights of the other. Each party understands and agrees they waive any rights in any other property not specifically mentioned herein.

6. Divorce. In the event this marriage is dissolved by divorce before June 30, 1987, then any property given to Grace V. James shall revert to Chester A. Embree and each party shall retain title to any property they owned prior to the marriage as set forth in paragraph five (5).

7. Modification. Each party understands and agrees this agreement cannot be changed or modified without the written consent of both parties.

8. Severability. In the event any provision in this agreement shall be held invalid, the invalidity of such provision shall not affect the other provisions of this agreement, said provisions being severable.

9. Residency. Chester A. Embree is a resident of Nashville, Tennessee and the parties agree to make their home at Nashville, Tennessee, and this agreement shall be regarded as a Tennessee contract and construed under the laws of the State of Tennessee. However, in the event a divorce occurs outside this jurisdiction, then the parties agree said jurisdiction shall apply the laws of Tennessee in construing this agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR SIGNATURES ON THIS THE 1st DAY OF May, 1985.

Chester A. Embree
CHESTER A. EMBREE

Grace V. James
GRACE V. JAMES

PREPARED BY:
JOSEPH K. DUGHMAN
Attorney at Law
1610 Parkway Towers
Nashville, TN 37219
Phone: 615-244-5432

AMENDMENT TO ANTENUPTIAL AGREEMENT

WHEREAS, both parties heretofore have entered into an Antenuptial Agreement, and;

WHEREAS, it was the intent of the parties that Chester A. Embree give to Grace V. James a tax-free bond (E.F. Hutton #112) in the amount of $25,000.00, and;

WHEREAS, Chester A. Embree has with a red pen deleted sentence two of number three of said Antenuptial Agreement,

The parties hereby ratify that it was their intent that Chester A. Embree give to Grace V. James a $25,000.00 tax-free bond (E.F. Hutton #112) free from restrictions as to duration of the marriage or as to death of Chester A. Embree. The parties agree that paragraph 6 of the Antenuptial Agreement does not apply to the $25,000.00 bond.

Both parties agree that this agreement was made and agreed upon orally on or before April 29, 1985, even though the parties were married on April 30, 1985.

In witness whreof, the parties have hereto set their signatures on this the 10th day of December, 1985, in Nashville, Tennessee.

Chester A. Embree

Grace V. James