Send Tax Bills To: Independence Mortg Corp
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Detroit MI
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This Instrument Prepared for Recording by:
Irene R. Haude
DALE M. QUILLEN, P.C.
Attorneys at Law
Suite 208, 95 White Bridge Road
Nashville, Tennessee 37205
(615) 356-1580

New Owners:
James G Horner
Earl Dean Horner

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that JAMES GRADY HORNER and EARL DEAN HORNER, for an in consideration of a Marital Dissolution Agreement and ONE ($1.00) DOLLAR, receipt of which is hereby acknowledged, and pursuant to a Final Divorce Decree, do hereby bargain, sell, remise, release, quitclaim and convey unto IRENE R. HAUDE, Trustee, the following described real estate located in the County of Davidson, State of Tennessee, to-wit:

> BEING Lot No. 140 on the Plan of Twin Lawn, as of record in Plat Book 2331, page 9, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and detailed description of said lot.
>
> Being the same property conveyed to James G. Horner and wife, Dean Horner, by deed from Billy Ryan Morris and wife, Margaret H. Morris, of record in Book 6272 page 303, Register's Office for Davidson County, Tennessee.
>
> (See Marital Dissolution Agreement which is attached to and made part of this Quitclaim Deed.)

AND NOW, I, the said, IRENE R. HAUDE, for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby quitclaim and convey unto JAMES GRADY HORNER and EARL DEAN HORNER a joint life estate with a contingent remainder in the survivor of them with the restrictions set forth in the Marital Dissolution Agreement filed herewith and incorporated herein by reference.

IN TESTIMONY WHEREOF, I have executed this instrument this the 11th day of January, 1991.

James G Horner
JAMES GRADY HORNER

Earl Dean Horner
EARL DEAN HORNER

Irene R. Haude
IRENE R. HAUDE, Trustee

87459

IDENTIF. TREFERENCE

JAN 22 11 17 AM '91
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY TN.

22.00

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, NINA HAAS, a Notary Public in and for said County and State, the within named, James Grady Horner and Earl Dean Horner, the Bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within Deed for the purposes therein contained.

WITNESS my hand and official seal at NASHVILLE, Tennessee, this 11th day of JANUARY, 1991.

Nina Haas
Notary Public

My commission expires: My Commission Expires March 27, 1993

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, SARAH P. Fleming a Notary Public in and for said County and State, the within named, Irene R. Haude, Trustee, with whom I am personally acquainted, and who acknowledged that she executed the within Deed for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 17 day of January, 1991.

Sarah P. Fleming
Notary Public

My commission expires: 1/23/93

AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby affirm that the actual consideration or value, whichever is greater, for this transfer is $ 400. [redacted].

Earl Dean Horner
Earl Dean Horner

SWORN TO AND SUBSCRIBED
before me this 11th day of JANUARY, 1991.

Nina Haas
Notary Public

My commission expires: My Commission Expires March 27, 1993

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

EARL DEAN HORNER	)	
	)	
Plaintiff	)	
	)	
vs.	)	No. 90D-3218
	)	
JAMES GRADY HORNER	)	
	)	
Defendant	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DEAN HORNER (hereinafter referred to as "Wife") and JAMES G. HORNER (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action No. 90D-3218 in the Probate Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, child support, support obligations and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern, subject to the Court's continued jurisdiction over child support issues.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable difference, and that both parties shall be restored to all the rights and privileges of an unmarried person.

2. The parties jointly own the following real property:

A. A home and lot located at 2845 Twin Lawn Drive, Nashville, TN 37214.

B. Real estate and a trailer located on the waters of Big Spring Creek in the Second Civil District of Perry County, TN and described as follows:

"Beginning on a sugar tree in the southern edge of the right of way of the Big Spring Creek Road, and runs thence in a northern and northwestern direction with a branch and the western biundary [sic] line of the property of Mrs. Fred Parrish, to an iron stake; thence in a southern direction with a fence and the Alford Parrish line to an iron stake in the southern edge of said Spring Creek road; thence east with said Spring Creek Road, to the beginning, containing one and one-fourth acres, more or less." Said land is generally bounded on the North by Fred Parrish; On the South by the Spring Creek Road and the property of Richard McKnight; On the East by Fred Parrish and on the west by Alford Parrish.

The above described lands being a part of a tract of land which was deeded to Richard McKnight by deed from Clifford Parrish, which is of record in the Office of the Register of Perry County, at Linden, Tennessee.

The parties agree that Husband is to have exclusive possession of the parties' home at 2845 Twin Lawn Drive for as long as he lives. If he predeceases Wife, Wife becomes the sole owner of the property. If Wife predeceases Husband, Husband becomes the sole owner of the home at 2845 Twin Lawn Drive. It is the intent of the parties to create a survivorship interest in the survivor of them. To do so without violating Tenn. Code Ann. § 66-1-107 this document and the deed will create a joint life estate with a contingent remainder in the survivor. The parties agree to file this document with the appropriate Registrar of Deeds to make their intent clear.

If both parties agree to sell the house at 2845 Twin Lawn Drive, the proceeds from the sale (after deduction of reasonable expenses) shall be divided equally among the parties. Both parties agree not to sell any of their property rights in the property at 2845 Twin Lawn Drive without the written consent of the other party. Both parties agree not to use the property or their respective interest in the property as security or to borrow against it or otherwise to encumber it without the written consent of the other party.

The parties agree that Wife is to have exclusive possession of the parties' property in Perry County, Tennessee for as long as she lives. If she predeceases Husband, Husband becomes the sole owner of the property. If Husband predeceases Wife, Wife becomes the sole owner of the property in Perry County, Tennessee. It is the intent of the parties to create a survivorship interest in the survivor of them. To do so without violating Tenn. Code Ann. § 66-1-107 this document and the deed will create a joint life estate with a contingent remainder in the survivor. The parties agree to file this document with the appropriate Registrar of Deeds to make their intent clear.

If both parties agree to sell the property in Perry County, Tennessee,

the proceeds from the sale (after deduction of reasonable expenses) shall be divided equally among the parties. Both parties agree not to sell any of their property rights in the property in Perry County, Tennessee without the written consent of the other party. Both parties agree not to use the property or their respective interest in the property as security or to borrow against it or otherwise to encumber it without the written consent of the other party.

3. With regard to the personal property owned by the parties, the parties agree that each party is to retain those items of personal property, including vehicles, currently in their respective possession.

4. Husband agrees to assume all liability for the parties' note and mortgage on the property at 2845 Twin Lawn Drive. Each party is to assume liability for their respective individual debts.

5. Each party shall pay his or her own attorney's fees, and the parties shall split the Court costs of this cause equally. Husband acknowledges that Irene R. Haude represents Wife only. Irene R. Haude does not represent Husband and has made no representations to him.

6. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(5) which is not dischargeable in bankruptcy as to the other party.

In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Probate Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to 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 except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

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.

This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

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

This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

Dean Horner
DEAN HORNER

James G Horner
JAMES G. HORNER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid County and State, DEAN HORNER, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in NASHVILLE, Tennessee, this 4th day of DECEMBER, 1990.

Nina Haas
NOTARY PUBLIC

My Comm. Expires: My Commission Expires March 27, 1993

STATE OF TENNESSEE)
)
COUNTY OF _____)

Personally appeared before me, a Notary Public in and for the aforesaid County and State, JAMES G. HORNER, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in NASHVILLE, Tennessee, this 4th day of DECEMBER, 1990

Nina Haas
NOTARY PUBLIC

My Comm. Expires: My Commission Expires March 27, 1993