BOOK 8891 PAGE 319

Map-Parcel Numbers
105-14
Par. 94
22W-3075

QUITCLAIM DEED

FROM: SHERALYN LOUISE HIGHERS LERNER

THIS INSTRUMENT PREPARED BY:

TO: THOMAS HENRY LERNER

CHEATHAM & PALERMO
43 Music Square West
Nashville, TN 37203

ADDRESS NEW OWNER AS FOLLOWS:

THOMAS HENRY LERNER
2215 Grantland Avenue
Nashville, TN 37204

SEND TAX BILLS TO:

Same

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is -0- Dollars, in accordance with the terms and conditions of the Final Decree of Divorce entered by Fourth Circuit Court for Davidson County, Tennessee.

THOMAS HENRY LERNER

Sworn to and subscribed before me this 16 day of _____, 1993.

NOTARY PUBLIC

My Comm. Expires: _____

FOR AND IN CONSIDERATION of the sum of -0- Dollars, in accordance with the terms and conditions of the Final Decree of Divorce entered in the Fourth Circuit Court for Davidson County, Tennessee, Docket Number 92D-1809, SHERALYN LOUISE HIGHERS LERNER has bargained and sold and by these presents does transfer and quitclaim to THOMAS HENRY LERNER, his heirs, successors and assigns, all of her right, title and interest in and to a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

> Being Lots 2 and 3 of Block 5 in Yarbrough's Subdivision of Woodland, a plan of which is of record in Book 57, page 155, said Register's Office.

Said Lots 2 and 3 front 50 feet each on the west side of Grantland Avenue and run back between parallel lines 165 feet to an alley in the rear.

Being the same property conveyed to Thomas H. Lerner and wife, Sheralyn H. Lerner, by deed from George F. Kennedy, Jr. and Mignonne Kennedy Bush, of record in Book 5675, Page 496, Register's Office for Davidson County, Tennessee.

This is improved property known as 2215 Grantland Avenue, Nashville, Davidson County, Tennessee 37204.

WITNESS my hand this 10th day of March, 1993.

SHERALYN LOUISE HIGHERS LERNER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named SHERALYN LOUISE HIGHERS LERNER, bargainor, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes contained therein.

Witness my hand this ___ day of ___, 19__.

NOTARY PUBLIC

My Comm. Expires: ___

01557

RECEIVED FOR REFERENCE

MAR 19 9 39 AM '93

PICK-UP

Exh 1.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHERALYN LOUISE HIGHERS LERNER, Wife	)	
VS.	)	NO. 92D-1809
THOMAS HENRY LERNER, Husband.	)	BOOK 8891 PAGE 321

FINAL DECREE OF DIVORCE

This cause came on to be heard on March 12, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Counter Complaint for Absolute Divorce filed by the Husband, the Wife's original Complaint for Divorce having been withdrawn; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties which the Court finds makes a fair and equitable division of the parties' jointly owned property; testimony of the Husband, and the entire record in this cause. From all of which, it appears to the Court that the Husband should be awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that the current address of the Wife is 2215 Grantland Avenue, Nashville, Tennessee 37204; and the current address of the Husband is 2215 Grantland Avenue, Nashville, Tennessee 37204.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Husband be and hereby is awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHERALYN LOUISE HIGHERS LERNER, Wife	)	
VS.	)	NO. 92D-1809
THOMAS HENRY LERNER, Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between SHERALYN LOUISE HIGHERS LERNER (hereinafter referred to as "Wife") and THOMAS HENRY LERNER (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 filed a Complaint for Divorce against the Husband and the Husband filed an Answer and Counter Complaint for Divorce against the Wife, same being Civil Action Number 92D-1809 in the Fourth Circuit 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, 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.

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 Husband shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences, and each shall be restored to all the rights and privileges of an unmarried person.

2. The parties acknowledge that there have been no children born of this marriage, nor is the Wife expecting a child.

3. The parties are the joint owners of the marital residence located at 2215 Grantland Avenue, Nashville, Tennessee 37204.

They agree that the Husband shall be awarded all right, title and interest in and to said marital residence, with the Wife being divested of any interest she has therein, and the same being reinvested in the Husband. The Husband shall assume all outstanding indebtedness owed in connection with said residence, and he shall indemnify and hold the Wife harmless from repayment thereon. The Wife shall execute and deliver to the Husband a Quitclaim Deed conveying her interest in said property to the Husband. The Wife shall be allowed to remain in the marital residence until such time as the Husband pays her the sum of $36,000.00, referred to in paragraph four below. However, the Wife shall be allowed a minimum period of ninety days before being required to vacate said residence. So long as the Wife continues to remain in said residence, she will pay one-half of the amount of the existing mortgage and other payments which she was paying while this divorce action was pending. So long as the Wife continues to reside in said marital residence, both parties shall be enjoined from harassing the other and interfering with the other party's lifestyle.

4. As a further division of property, the Husband shall pay to the Wife the sum of $36,000.00. The Wife acknowledges that in order for the Husband to obtain funds to pay her this amount, he will have to refinance the marital residence. The Husband will use his best efforts to obtain the funds through the refinancing within ninety days from the date of the entry of the Final Decree of Divorce. To secure payment to the Wife, she shall be and hereby is granted a lien on the marital residence until said $36,000.00 is paid to the Wife.

5. The parties' household items of furniture and furnishings shall be divided pursuant to the list attached hereto as Exhibit A. Both parties shall be enjoined from causing damage to that real or personal property which is awarded to the other party herein.

6. Each party shall receive all right, title and interest in and to his or her individual pension and retirement accounts, free of any claims from the other.

7. The parties acknowledge that they have two joint savings accounts, and they agree that they shall divide equally the funds in said accounts as of the date of execution of this Agreement. Each party shall retain all right, title and interest in and to those checking and savings accounts in their respective names, free of any claims from the other.

8. The Wife shall receive all right, title and interest in and to the 1988 Subaru Justy automobile which is titled solely in her name, and which is paid for, free of any claims from the Husband. The Husband shall receive all right, title and interest in and to the 1987 Subaru Station Wagon automobile which is titled in his own name, and which is paid for, free of any claims from the Wife.

9. The parties acknowledge that they have no joint outstanding indebtedness except some minor credit card bills, and they agree that they shall each pay those debts in his or her respective names, and indemnify and hold the other party harmless from repayment thereof. The Husband shall close out and pay off the balance on said joint credit card accounts. The parties further agree that they shall not incur any joint indebtedness.

10. The parties further agree that they shall file a joint federal income tax return for 1992, and the apportionment of any refund or liability shall be determined by June Miller, their CPA, based on their respective incomes and tax payments.

11. Each party shall pay his or her own attorney's fees, and they shall divide equally the Court costs in this cause.

12. 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(a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

13. 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.

14. 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.

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

16. 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.

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

heirs and assigns.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

SHERALYN LOUISE HIGHERS LERNER

THOMAS HENRY LERNER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G. Price, a Notary Public in and for the aforesaid County and State, SHERALYN LOUISE HIGHERS LERNER, 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 10 day of March, 1993.

NOTARY PUBLIC

My Comm. Expires: 4-25-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G. Price, a Notary Public in and for the aforesaid County and State, THOMAS HENRY LERNER, 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 10 day of March, 1993.

NOTARY PUBLIC

My Comm. Expires: 4-25-93

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Entered this 15th day of March 1993.

JUDGE

APPROVED FOR ENTRY:

Rose Palermo (#3330)
Attorney for Husband
Post Office Box 121857
Nashville, TN 37212

Irene Haude (#12104)
Attorney for Wife
95 White Bridge Road
Suite 208, Cavalier Building
Nashville, TN 37205

2156

EXHIBIT A - PAGE ONE

ITEMS OF PERSONAL PROPERTY TO BE AWARDED TO WIFE:

Her aunt's bush
2 cats (Tricky Woo and Wang Moo)
Eastlake bed, dresser and washstand
Blue rug
1/2 linens
Oneida stainless
Pots and pans
Hoosier cabinet
Fiesta Ware (except 2 pitchers)
Living room sofa, chaise, rollback chair, ladies side chair
Pink and black rug
Round drum table
Bedroom suite in attic
2 chests of drawers in attic
Art deco bookcase in living room
Pink marble lyre table
Sideboard and rectangular mirror in living room
Currier and Ives
Round mirror in living room
Chinese table in living room
Ladies desk and chair in study
Chinese mirror in study
All remaining candlesticks
1/2 remaining vases
Kitchen clock
Hall clock
1 Birdseye maple wardrobe
1 dark oak wardrobe
1 light oak wardrobe
Oval walnut table in blue bedroom
Bentwood rocker
Magazine rack in study
Dining room rug
Good china
China cabinet in dining room
Her stoneware (Christmas gift to her)
Dressing table with mirror
Kitchen table and 2 chairs
Coffee maker
Toaster oven
Washer/dryer
Coffee grinder
1/2 remaining kitchen items
Cutco knives
Television in blue bedroom
1/2 records and CD's
Old VCR
Burgundy rug in front hall
Gibson prints
Trunk in green bedroom
Rockwell and Gone with the Wind Plate collection
3 art deco plates
Flower pots and potting supplies
Metal shelves
4 canvas sling chairs
2 wrought iron chairs
2 hoses
Garden tools (hand tools) and all in her 1/2 of shed
2 bicycles
All of her art supplies
Clock (blue)
Cathedral radio
Parlor lamps
Orient lamps
Vacuum inherited
White rug in hall

ITEMS OF PERSONAL PROPERTY TO BE AWARDED TO HUSBAND:

1 Cat (Abercrombie)
1 Dog (Balto)
Brass bed
Cherry washstand
Pine chest of drawers
Green rug
1/2 linens
Paul Revere stainless
2 Fiesta Ware pitchers
Victrola & 78 records
Dhurrie rug in study
Case clock in living room
Legal bookcase in study
Library table in study
Oval marble table in living room
Mirror and grandmother's chest in hall
Lithograph in living room
Camel saddle in living room
Turkish table in study
Chinese screen in study
Dutch vase
2 pair candlesticks from his aunt
1/2 or remaining vases
Chinese chest in study
Grandfather clock in study
Bell clock
Plates in study
8 ft. Eastlake wardrobe in hall
Dark oak wardrobe in spare bedroom
Walnut wardrobe
1 Chiffarobe
Rocker in study
12 ft. table and leaves and chairs in dining room
Stoneware (all except Christmas gifts to Wife)
Sideboard (buffet) in dining room with mirror over it
Grandmother's bookcase in bedroom
Bachelor's chest (in blue bedroom)
4 bar stools in kitchen
Microwave
Freezer
Stove
Refrigerator
Food processor
Yogurt maker
Blender
1/2 remaining kitchen items
Television in kitchen
1/2 records and CD's
New VCR
All stereo equipment
Russian plates
Chinese plates
Potting bench and shelf units
Redwood outdoor furniture
Lawnmower
2 hoses
Power tools and all in his 1/2 of shed
All shop supplies (except contents of wooden cabinet & metal cabinet and contents)
All dark room equipment
Camping supplies and equipment
Vacuum (Kirby)
Cathedral clock

All items not specifically divided herein shall be divided equally between the parties.

[redacted] [redacted]