BOOK 9320 PAGE 61

Prepared from information provided by the Grantor:

ADDRESS NEW OWNER: James Hays
450 Huntington Ridge Dr.
Nashville, TN 37211

SEND TAX BILLS TO: Same

MAP-PARCEL NOS. 161-11A-207, 06DU-76562

FILED
DAVIDSON COUNTY, TN.
REGISTER
94 APR 22 AM 10:27

IDENTIF. & REFERENCE
41963

When Recorded, Mail To: Cindy S. Smith, Attorney at Law
2605 Elm Hill Pike, Suite C
Nashville, TN 37214 (Davidson Cty.Box 27-B)

QUITCLAIM DEED

7162 04/22 0101 03CHECK 20.00

FOR AND IN CONSIDERATION of love and affection and of no monetary consideration, and for the express purpose of making a re-conveyance to **James Hatcher Hays, Mary Frances Clements and R. Sclater Brown, Jr.**, I, **James Hatcher Hays,** (herein "Grantor") by these presents do hereby quitclaim and convey unto **Cindy S. Smith, Trustee,** (herein "Trustee") her successors and assigns, all of my interest in the following described tract or parcel of land in **Davidson** County, Tennessee, to wit:

A certain parcel or tract of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING Unit No. 207 on the Plan of Huntington Ridge Townhouses of record in Book 4675, Page 9, Register's Office for said county, to which reference is here made for a more complete and accurate description of said lot.

BEING the same property conveyed to James Hatcher Hays by deed from Gary R. Thompson, Successor Trustee, of record in Book 8690, Page 284, Register's Office, Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater for this transfer is $ZERO.

X James Hatcher Hays
Affiant

Subscribed and sworn to before me this 21st day of April, 1994.

Notary Public
My Commission Expires 1/24/98

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

And now, I the said **CINDY S. SMITH, Trustee,** for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby quitclaim and convey unto **JAMES HATCHER HAYS a 28.5% interest in said property, unto MARY FRANCES CLEMENTS a 43% interest in said property and unto R. SCLATER BROWN, JR. a 28.5% interest in said property,** their heirs and assigns, the same property hereinabove described and set forth, to which reference is here made, and said property is conveyed subject to the same limitations, restrictions, and encumbrances as may affect the premises, as above set forth.

The purpose of this Quitclaim Deed is to fulfill the terms of an Agreement entered into by the Grantees and attached hereto as Exhibit A. Said Agreement is hereby incorporated herein by reference.

Whenever used, the singular shall include the plural and the plural the singular, and the reference to any gender shall include reference to all genders.

IN WITNESS WHEREOF, We have hereunto set our hands on this the 21st day of **April, 1994.**

X James Hatcher Hays
JAMES HATCHER HAYS

Cindy S. Smith, Trustee
CINDY S. SMITH, TRUSTEE

STATE OF TENNESSEE }
ss:
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **JAMES HATCHER HAYS**, with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21st day of April, 1994.

Dawn Eubanks
Notary Public
My Commission Expires: 1/20/[illegible]

NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE }
ss:
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **CINDY S. SMITH, Trustee**, with whom I am personally acquainted, or who 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 21st day of April, 1994.

Lisa D. Vance
Notary Public
My Commission Expires: 10-14-96

LISA D. VANCE NOTARY PUBLIC

lt/hays.qcd

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT "A"

AGREEMENT

This Agreement entered into this 3 day of September by and between R. Sclater Brown, Jr., (hereinafter "Brown") and James H. Hays, (hereinafter "Hays"):

Witnesseth

WHEREAS, the parties are desirous of purchasing certain real estate located in Nashville, Davidson County, Tennessee known as 450 Huntington Ridge; and

WHEREAS, the parties agree that it is in the best interest of all parties concerned that they enter into a joint venture arrangment to consumate the transaction.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties agree to purchase the property at the foreclosure sale currently set for October 23, 1991 at 12:00 PM at the Nashville, Davidson County Courthouse;

2. The parties agree that Brown will contribute Ten Thousand Dollars ($10,000.00) towards the purchase price for the property and thereafter will be credited with the ownership of a percentage of the property that is equal to the percent that the Ten Thousand Dollars ($10,000.00) bears to the entire purchase price. The remaining portion of the ownership shall be credited to the account of Hays.

3. The parties agree that each party shall be responsible for his pro rata share of property taxes;

4. The parties agree that Hays will be responsible for all other expenses associated with the property including, but not limited to, repairs, maintenance, utilities, capital expenditures, appliances, carpets, homeowner's insurance, homeowner's fees, etc.;

5. Both parties agree that Hays shall occupy the premises rent free and shall do so with the intention of repairing and improving the property;

6. Upon the sale or other disposition of the property by the parties, the proceeds shall be distributed to the parties in the same ratio as their respective ownership percentages;

8. Both parties agree that it may be in the best interests of the parties to lease the property to a third party as an alternative to disposing of the property. As a result, the parties agree that the rental payments shall be distributed between the parties according to their respective ownership percentages. Throughout the terms of the lease, the parties agree that any and

all expenses associated with the property shall be born by the parties according to their respective ownership percentages;

9. The parties agree that the property shall be titled in the sole name of Hays;

10. Hays agrees that throughout the term of this agreement he shall not allow any lien to be placed upon the property that in any way would diminish or jeopardize the interest of Brown. In the event Hays becomes aware of such action taking place, he shall immediately notify Brown and take such steps to prevent said lien being placed upon the property including transferring the property to Brown.

11. Both parties agree that they may not pledge, assign, sell or otherwise dispose of their interest in the property without the express written consent of the other;

12. This agreement constitutes the entire agreement between the parties and supercedes all previous agreements between them whether written or oral and may not be modified by either party unless in writing and signed by both parties hereto;

13. This agreement shall be governed according to the laws of the State of Tennessee.

Entered the Day and Date first above written.

R. Sclater Brown, Jr.

James H. Hayes

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally apppeared before me Debbie F. Ayres, a Notary Public, in and for said county the named R. Sclater Brown, Jr. with whom I am acquainted and executed the instrument for the purposes contained therein.

Debbie F. Ayres
Notary Public

My Commission Expires: 3-2-93

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally apppeared before me Debbie F. Ayres, a Notary Public, in and for said county the named James H. Hays, with whom I am acquainted and executed the instrument for the purposes contained therein.

Debbie F. Ayres
Notary Public

My Commission Expires: 3-2-93