THIS INSTRUMENT PREPARED BY:

Mail

Homer R. Ayers, Attorney-at-Law
303 Frances Street, P.O. Box 904
Goodlettsville, Tennessee 37070-0904

BOOK 9762 PG 525

QUITCLAIM DEED

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP-PAR.
James P. Nicholson 3481 San Felipe Baton Rouge, LA 70809	Same	Map 61-4 Parcel 140 Field Book 15DZ27205

THIS QUITCLAIM DEED, made and entered into on the day and date last acknowledged below, by and between HALLIE KIMBROUGH NICHOLSON, a/k/a HALLIE NICHOLSON, a widow, hereinafter referred to as the "GRANTOR", and JAMES P. NICHOLSON, hereinafter referred to as the "GRANTEE";

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 ($1.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, HALLIE KIMBROUGH NICHOLSON, a/k/a HALLIE NICHOLSON, a widow, the GRANTOR, has this day bargained, sold and quitclaimed unto JAMES P. NICHOLSON, the GRANTEE, his heirs and assigns, all of the GRANTOR'S right, title and interest in certain real property in Davidson County, Tennessee, as in hereinbelow described, subject to a life estate retained by HALLIE KIMBROUGH NICHOLSON, a/k/a HALLIE NICHOLSON, under the terms, provisions and conditions, set forth herein, said property being more specifically and particularly described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 7 of Block 3 on the Plan of A.J. McGaughey's Haysboro Subdivision, as of record in Book 547, pages 15 and 16, Register's Office for said County.
>
> Said Lot No. 7 fronts 100 feet on the westerly side of Haysboro Drive and extends back 285 feet on the southerly line and 290 feet on the northerly line to the easterly margin of Brush Hill Road, measuring 100 feet thereon.
>
> Being the same property conveyed to James B. Nicholson and wife, Hallie Kimbrough Nicholson, by deed from MacFarland F. Pickard and wife, Claudia M. Pickard, of record in Book 3103, page 11, Register's Office, Davidson County, Tennessee. The said James B. Nicholson having since died, property vests solely in Hallie Kimbrough Nicholson as surviving tenant by the entirety.
>
> The mailing address for the said property is: 4312 Brush Hill Road, Nashville, TN 37216.
>
> The description of the property, as hereinabove set forth, is the same as that contained in the previous deed of record.

LIFE ESTATE: THE GRANTOR, HALLIE KIMBROUGH NICHOLSON, a/k/a HALLIE NICHOLSON, A WIDOW, RESERVES FOR HERSELF A LIFE ESTATE IN AND TO THE REAL PROPERTY HEREINABOVE DESCRIBED, TOGETHER WITH THE IMPROVEMENTS THEREON AND THE APPURTENANCES THERETO, FOR AND DURING HER NATURAL LIFETIME. NOTWITHSTANDING, THE SAID LIFE ESTATE SHALL TERMINATE AND SHALL BE OF NO FURTHER FORCE OR EFFECT, WHATSOEVER, IN THE EVENT THE GRANTOR, HALLIE KIMBROUGH NICHOLSON, a/k/a HALLIE NICHOLSON, FAILS TO ACTUALLY RESIDE ON THE PROPERTY AND TO USE THE SAID PROPERTY AS HER HOMEPLACE FOR A PERIOD OF SIX (6)

CONSECUTIVE MONTHS.

After date hereof, the Grantee, James P. Nicholson, will be solely responsible for all upkeep, maintenance and insurance on the said property and will further be responsible for all real property taxes for the taxable year 1995 and all subsequent taxable years.

By his signature hereto, the Grantee, James P. Nicholson, assumes the balance of a present existing mortgage on the said property as reflected by a Deed of Trust of record in Book 7403, page 830, Register's Office for Davidson County, Tennessee, made by Hallie Kimbrough Nicholson, a widow, to J.C. Garrett, III, Trustee, to secure to the Bank of Goodlettsville one note in the original principal amount of $30,000.00 with a present approximate loan payoff in the amount of $9,476.41. The said James P. Nicholson agrees to pay all payments due to be paid on the said mortgage in a timely manner and to indemnify and hold harmless HALLIE NICHOLSON from any cost, expense or judgment relating to any claim, demand or suit concerning the said mortgage, including her reasonable attorney's fees, court costs and other litigation expenses.

Said property is conveyed subject to such any and all matters as shown on the Plan of A. J. McGaughey's Haysboro Subdivision as of record in Book 547, page 15 and 16, Register's Office for Davidson County, Tennessee and is also conveyed subject to such other limitations, restrictions and encumbrances as may affect the premises.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on the day and date acknowledged below.

"GRANTOR"

Hallie Kimbrough Nicholson

HALLIE KIMBROUGH NICHOLSON,
a/k/a HALLIE NICHOLSON

"GRANTEE

James P. Nicholson

JAMES P. NICHOLSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

2592 08/15 0101 03CHECK 8.00

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, HALLIE KIMBROUGH NICHOLSON, a/k/a HALLIE NICHOLSON and JAMES P. NICHOLSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal on this the 14th day of August, 1995.

Diana C. Frey

NOTARY PUBLIC

My Commission Expires: 7/26/97

NOTARY PUBLIC AT LARGE ROBERTSON CO

STATE OF TENNESSEE }
COUNTY OF DAVIDSON}

The actual consideration or value, whichever is greater, for this transfer is NONE.

Hallie Kimbrough Nicholson

AFFIANT

Sworn to and subscribed before me on this the 14th day of August, 1995.

Diana C Frey

NOTARY PUBLIC

My Commission Expires: 7/26/97

NOTARY PUBLIC AT LARGE ROBERTSON CO

FELIX DELK REGISTER
DAVIDSON COUNTY, TN.

95 AUG 15 AM 8:37

IDENTIF. & REFERENCE

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