QUITCLAIM DEED

BOOK 9793PG502

This Instrument Was Prepared By:
Daniel B. Eisenstein
Suite 500, One Church Street
Nashville, Tennessee 37201

Address New Owners as Follows:	Send Tax Bills To:	Map Parcel Numbers
Griffith B. Haber and Iain Craig Prior, et ux. Nashville, Tennessee 612 POPLAR CREEK TRACE COURT NASHVILLE TN 37221	Same	25 W-08815 103-08-41

FOR AND IN CONSIDERATION of One Dollar ($1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, Griffith B. Haber and Wife, Sherry Haber, by these presents do hereby quitclaim and convey unto Iain Craig Prior and Wife, Cynthia Alice Prior, a one-half (1/2) undivided interest as tenants in common in and to the following described tract of land in Davidson County, Tennessee:

> **BEING** part of Block No. 29 on the map of a part of Sylvan Park, as of record in Book 332, Page 104, Register's Office for said County, described as follows:
>
> **BEGINNING** on the westerly margin of the 44th Avenue, North, at the northeast corner of the property conveyed to Joseph F. Campbell by deed from W. G. Hales, Trustee, of record in Book 381, Page 51, said Register's Office, said point being 100 feet north of the northerly margin of the Murphy Road or Minnesota Avenue; thence with the westerly margin of 44th Avenue North northwardly 100 feet, more or less, to the southeast corner of a part of block No. 29 conveyed to Dan G. Blazer and Wife by deed from Fayette Taylor and Wife, of record in Book 1169, Page 162, said Register's Office; thence with the southern boundary line of said Blazer property westwardly 150 feet to a point on the easterly margin of an alley; thence with the easterly margin of said alley southwardly 100 feet, more or less, to a point of 100 feet northerly from the northerly margin of said Murphy Road; thence eastwardly 150 feet to the beginning.
>
> **BEING** the same property conveyed to Griffith B. Haber by deed from Delphia Cole, an unmarried widow, by her attorney in fact Parker R. Cole, of record in Book 8412, Page 341, Register's Office for Davidson County, Tennessee.

It is the intent of the parties to create the estate of tenants in common with Iain Craig Prior and Cynthia Alice Prior having a one-half (1/2) undivided interest in said property and Griffith B. Haber having a one-half (1/2) undivided interest in said property. This conveyance is subject to all easements, restrictions and other encumbrances on said property including the restrictions set forth in the Agreement attached as Exhibit A and the Memorandum of Agreement which is attached to Exhibit A as Exhibit 1.

Witness our hands this 12th day of September, 1995. BOOK 9793PG503

Griffith B. Haber

Sherry Haber

AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration of value whichever is greater, for this transfer is $28,500.00.
Subscribed and sworn to before me this the 12 day of September, 1995.

Affiant

Notary Public

My Commission Expires:

9-26-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lisa K. Evans, a Notary Public in and for said County and State, Griffith B. Haber and Wife, Sherry Haber, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at MRAH this 12 day of September, 1995.

Notary Public

My Commission Expires:

9-26-98

Exhibit A

AGREEMENT

BOOK 9793PG504

This Agreement is entered into this 9th day of October, 1991, by and between Griffith B. Haber and Iain Craig Prior. The wives of Griffith B. Haber and Iain Craig Prior, being Sherry Haber and Cynthia Alice Prior, join in this Agreement in order to concur with the terms therein as relate to their marital interest in the subject properties.

1. **Purpose.** To establish the terms of the relationship between the parties in regard to the property located at 105 44th Avenue, North, Nashville, Tennessee (hereafter referred to as the "105 property").

2. **Term.** This Agreement shall commence on the date of signing and shall terminate as provided by this Agreement.

3. **Net Profits and Net Losses.** The net profits and net losses generated by the 105 property shall be shared equally by the parties.

4. **Additional Funds.** If the income generated by the 105 property is not sufficient to pay the operating costs and expenses of the 105 property, the parties shall each pay one half (1/2) of any funds needed to pay the operating costs and expenses.

5. **Transfer of Interest in 105 Property by a Party.** At anytime after Iain Craig Prior has received legal title to one half (1/2) undivided interest in the 105 property and he wishes to sell his interest in said property or if he leaves the practice of veterinary medicine with Griffith B. Haber, then, in that event, Griffith B. Haber has the right to purchase Iain Craig Prior's interest for one-half (1/2) of the fair market value of the 105 property. If the parties cannot agree on the fair market value of the 105 property, then each party has the right to retain a M.A.I. approved appraiser to appraise the value of the 105 property, and the fair market value of the property shall be determined by the average of the two appraisals.

If Griffith B. Haber decides to sell his interest in the 105 property, or to sell the property at 4408 Murphy Road, Nashville, Tennessee, to Iain Craig Prior, he shall permit Iain Craig Prior to have the first right to purchase his interest in the 105 property at one-half (1/2) the fair market value of the 105 property using the procedure as heretofore set forth. This right of Iain Craig Prior becomes effective only after he has gained legal title to one-half (1/2) undivided interest in the 105 property.

6. **Death**. If Iain Craig Prior should die owning his interest in the 105 property, then, in that event, Griffith B. Haber shall have the right to purchase Prior's interest in the property at the fair market value pursuant to the procedures herein set forth.

7. **Termination of Agreement**. This Agreement shall immediately terminate if Iain Craig Prior does not receive legal title to one-half (1/2) undivided interest in the property pursuant to the terms of the Memorandum of Agreement signed by the parties which is attached hereto as Exhibit 1. This Agreement also terminates when one of the parties hereto transfers his interest in the property pursuant to the terms of this Agreement.

8. **Modifications**. The parties can only modify this Agreement by writing signed by both parties.

9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

10. **Agreement Binding**. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective next of kin, legatees, administrators, executors, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and date above written.

IAIN CRAIG PRIOR

GRIFFITH B. HABER

SHERRY HABER

CYNTHIA ALICE PRIOR

0099809
IDENTIF. & REFERENCE
95 SEP 13 AM 10:26
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

Exhibit 1

BOOK 9793PG507

MEMORANDUM OF AGREEMENT

This Agreement is made between Iain Craig Prior, Griffith B. Haber and Wife, Sherry Haber, dated this 9 day of October, 1991, in Nashville, Tennessee.

WHEREAS, Griffith B. Haber, married to Sherry Haber, is now the owner of property located at 105 44th Avenue, North, Nashville, Tennessee, with legal description as follows:

> **BEING part of Block No. 29 on the map of a part of Sylvan Park, as of record in Book 332, Page 104, Register's Office for said County, described as follows:**
>
> **BEGINNING on the westerly margin of the 44th Avenue North at the northeast corner of the property conveyed to Joseph F. Campbell by deed from W. G. Hales, Trustee, of record in Book 381, Page 51, said Register's Office, said point being 100 feet north of the northerly margin of the Murphy Road or Minnesota Avenue; thence with the westerly margin of 44th Avenue North northwardly 100 feet, more or less, to the southeast corner of a part of block No. 29 conveyed to Dan G. Blazer and Wife by deed from Fayette Taylor and Wife, of record in Book 1169, Page 162, said Register's Office; thence with the southern boundary line of said Blazer property westwardly 150 feet to a point on the easterly margin of an alley; thence with the easterly margin of said alley southwardly 100 feet, more or less, to a point of 100 feet northerly from the northerly margin of said Murphy Road; thence eastwardly 150 feet to the beginning.**
>
> **BEING the same property conveyed to Griffith B. Haber by deed from Delphia Cole, an unmarried widow, by her attorney in fact Parker R. Cole, of record in Book 8412, Page 341, Register's Office for Davidson County, Tennessee.**

WHEREAS Griffith B. Haber agrees to transfer an undivided one-half (1/2) interest in said property to Iain Craig Prior under the terms of this Agreement.

THEREFORE, for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars, cash in hand paid by Iain Craig Prior and other valuable consideration, receipt is hereby acknowledged, Griffith B. Haber agrees to transfer to Iain Craig Prior an undivided one-half (1/2) interest in the

aforementioned property so that the parties shall own the property as tenants in common, subject and conditioned upon any other agreements of the parties, at such time as Iain Craig Prior pays in full a Promissory Note at Dominion Bank (No. 5583675 9001 in the amount of $28,500.00, or at such time Griffith B. Haber is released from any obligation on this note, whichever is the first to occur, but not to exceed seven (7) years from the date of this Agreement. If, in seven (7) years from the date of this Agreement, Iain Craig Prior has not paid the $28,500.00 note in full at Dominion Bank, or Griffith B. Haber is not released from any obligation on this note, then, in that event, Griffith B. Haber is under no obligation to transfer any interest in the property to Iain Craig Prior.

Sherry Haber, as Wife of Griffith B. Haber, for valuable consideration herein received joins in this Agreement so that she agrees to transfer any rights (marital or otherwise) she may possess in an undivided one-half (1/2) interest in this property to Iain Craig Prior at the same time her Husband transfers his undivided one-half (1/2) interest to Iain Craig Prior, pursuant to the terms of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement on this 9 day of October, 1991.

Iain Craig Prior

Griffith B. Haber

Griffith B. Haber

Sherry Haber

Sherry Haber

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me IAIN CRAIG PRIOR, with whom I am personally acquainted, and who acknowledged that he

executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9 day of OCT, 1991.

Notary Public

My Commission Expires:

11-27-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me GRIFFITH B. HABER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9 day of OCT, 1991.

Notary Public

My Commission Expires:

11-27-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me SHERRY HABER, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9 day of OCT, 1991.

Notary Public

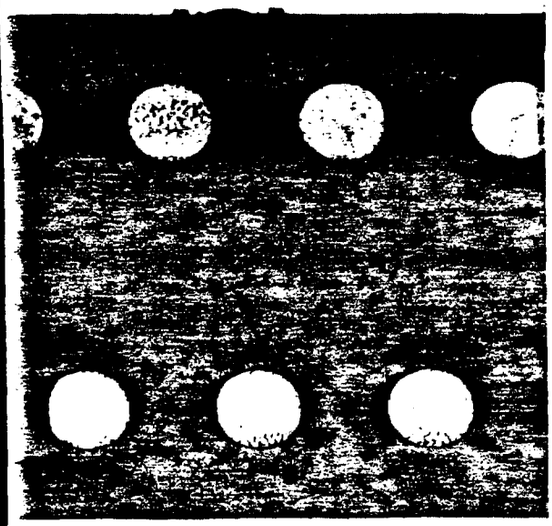
My Commission Expires:

11-27-93

This Instrument Prepared By:

Daniel B. Eisenstein
Attorney at Law
Suite 500
One Church Street Building
Nashville, Tennessee 37201
(615) 242-2521

3564 09/13 0101 03CHECK 138.45



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

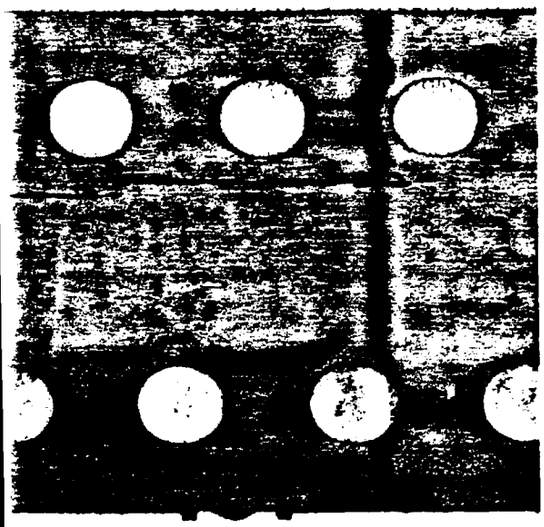
RECEIVED OF _____

FOR _____

BOOK 9793 PG 510

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT 28500.00
CON TX 105.45
PRFEE 1.00
TDEED 32.00
ERR CO
TDEED 32.00-
MDEED 32.00
TOTAL 138.45
CHECK 138.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/13/95 01 10:28 0001 3564

0099809
IDENTIF. ↑ REFERENCE

95 SEP 13 AM 10:27
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 952429