BOOK 9873 PG 272

ADDRESS NEW OWNER and
SEND TAX BILLS:
Betty J. Smith Timmons
113 Kennett Road
Old Hickory, Tennessee 37148

This instrument prepared by:
CARL H. OLDHAM
Attorney at Law
365 West Main Street
Hendersonville, Tennessee

PICK-UP

MAP PARCEL NUMBER
33 - 6 - 1
10D - 49006

RECEIVED FOR RECORD
DAVIDSON COUNTY, TN
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IDENTIFICATION
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STATE OF TENNESSEE

COUNTY OF SUMNER

AFFIDAVIT OF HEIRSHIP

JAMES W. SMITH and BETTY J. SMITH TIMMONS, both residents of the State of Tennessee after first being duly sworn, depose and say:

REC 11/30 0101 03CHECK 48.00

We are the children of LEVIE WILLIAM SMITH who died on October 17, 1995 and BETTY E. SMITH who died in July 1990. Both LEVIE WILLIAM SMITH and BETTY E. SMITH were residents of Davidson County, Tennessee at the times of their deaths. LEVIE WILLIAM SMITH married NETTIE ANGELL SIRCY after the death of BETTY E. SMITH. Prior to their marriage, LEVIE WILLIAM SMITH AND NETTIE ANGELL SIRCY entered into a Prenuptial Agreement whereunder each of them released their interest in the property of the other. Said agreement is attached hereto as Exhibit "A". LEVIE WILLIAM SMITH died seized and possessed of a tract of land situated in Davidson County, Tennessee described as follows:

Being Lot No. 69 on the Plan of Plantation Estates, Section 2, as of record in Book 3842, Page 136, Register's Office for said County.

Said lot fronts 161.93 feet on the westerly side of Fontaine Drive and extends back 160.4 feet on the northerly line and 280 feet on the southerly line to a dead line which is a broken line and measures 283.75 feet thereon.

Being the same property conveyed to Levie William Smith and wife, Betty E. Smith by deed from Benjamin Franklin Kellow, Jr. and wife, Jacqueline Smith Kellow, as of record in Book 4525, Page 198, said Register's Office.

As children of LEVIE WILLIAM SMITH and BETTY E. SMITH, we declare that we are the fee simple owners of the above described land. NETTIE ANGELL SIRCY SMITH, wife of LEVIE WILLIAM SMITH, disclaimed and released her interest in said property in the Prenuptial Agreement exhibited hereto. All debts of LEVIE WILLIAM SMITH and BETTY E. SMITH have been paid. No Inheritance or Estate taxes were payable on the Estate of either LEVIE WILLIAM SMITH or BETTY E. SMITH. The Last Will and Testament of LEVIE WILLIAM SMITH has not been admitted to probate.

This 29 day of November, 1995.

Betty J. Smith Timmons
BETTY J. SMITH TIMMONS

James W. Smith
JAMES W. SMITH

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, the undersigned Notary Public of said county, Betty J. Smith Timmons and James W. Smith 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 at office this 29th day of November, 1995.

Carol H Reed
NOTARY PUBLIC

My Commission Expires:
7.21.98

CAROL H REED
NOTARY PUBLIC
STATE OF TENNESSEE

EXHIBIT "A"

BOOK 987 PG 274

PRENUPTIAL AGREEMENT

The parties to this Prenuptial Agreement ("Agreement") are NETTIE ANGELL SIRCY ("Mrs. Sircy") a resident of Smith County, Tennessee, and LEVIE WILLIAM SMITH ("Mr. Smith") a resident of Davidson County, Tennessee. The parties enter into this Agreement on this 15 day of NOVEMBER, 1991.

I. RECITALS

A. The parties to this Agreement contemplate a marriage in the near future. In anticipation of the marriage, the parties enter into this Agreement in order to define the interest which each of them shall have in the property of the other during the other's life, and in the estate of the other after his or her death.

B. Mrs. Sircy is a widow and has adult children from that marriage. Mr. Smith is a widower and has adult children from that marriage.

C. Each party represents to the other that he or she has disclosed to the other the nature and extent of his or her assets and debts. Mr. Smith represents that Exhibit A, which is attached hereto and incorporated herein by reference as a part of this Agreement, fully and fairly reflects his assets and debts. Mrs. Sircy represents that Exhibit B, which is attached hereto and incorporated herein by reference as a part of this Agreement, fully and fairly reflects her assets and debts. Each party confirms that he or she has reviewed all exhibits attached to this Agreement, and that he or she fully understands each document. Each party further confirms that he or she has conducted the investigations and inquiries deemed necessary by that party concerning the other party's assets and liabilities.

II. DEFINITIONS OF PROPERTY

A. Presently owned Property. Each party's presently owned property ("Presently Owned Property") consists of all property now belonging to him or her, or acquired by him or her prior to marriage. The parties intend that Presently Owned Property shall include all property acquired by either party after marriage which is traceable to Presently Owned Property. To that end, Presently Owned Property shall also include, but shall not be limited to, all income of and proceeds from, appreciation in, and other property purchased with the proceeds from, appreciation in, or income of Presently Owned Property. Presently Owned Property shall also include property acquired in exchange for Presently Owned Property. Presently Owned Property shall also include, but shall not be limited to, any retirement and pension plans, profit sharing plans, deferred compensation arrangements, individual retirement accounts, and similar plans, accounts, and arrangements (all of which are collectively herein referred to as "Retirement Benefits") which each party now owns, or acquires before marriage, or acquires with the income from, appreciation in, or proceeds of Presently Owned Property. Presently Owned Property shall also include insurance policies now owned by either party, or acquired by either party prior to marriage, and shall include the proceeds therefrom.

B. Inherited Property. Each party's inherited property ("Inherited Property") shall consist of all property acquired by that party during marriage by gift, devise, inheritance, or trust distribution. The parties intend that Inherited Property shall include all property acquired by either party after marriage that is traceable to Inherited Property. To that end, Inherited Property shall also include, but shall not be limited to, appreciation in, income of, proceeds from,

appreciation in and other property purchased with the proceeds from appreciation in or income of Inherited Property, and shall include property acquired in exchange for Inherited Property.

C. Property Acquired During Marriage. Each party's property acquired during marriage ("Property Acquired During Marriage") shall include any asset acquired by a party in his or her separate name during marriage, including, but not limited to, assets acquired by such party with the income earned in that party's separate name during marriage. The parties intend that Property Acquired During Marriage shall include all property that is traceable to Property Acquired During Marriage. To that end, Property Acquired During Marriage shall also include, but shall not be limited to, income of, proceeds from, and appreciation in Property Acquired During Marriage, and other property purchased with the proceeds from, appreciation in, or income of, or acquired in exchange for Property Acquired During Marriage.

III. RELEASE BY EACH PARTY IN PRESENTLY OWNED PROPERTY, INHERITED PROPERTY AND PROPERTY ACQUIRED DURING MARRIAGE

A. Release by Mr. Smith. Mr. Smith hereby agrees that Mrs. Sircy's Presently Owned Property, Inherited Property, and Property Acquired During Marriage (collectively, "Mrs. Sircy's" Separate Property") shall be the sole and separate property of Mrs. Sircy and that he shall never acquire any interest in Mrs. Sircy's Separate Property, unless expressly transferred to him by written agreement signed by Mrs. Sircy. Mr. Smith hereby waives and releases all right, title, and interest, statutory or otherwise, that he might acquire in Mrs. Sircy's Separate Property under the present or future law of any jurisdiction as the husband, widower, heir-at-law, next-of-kin, or distributee of Mrs. Sircy. The rights hereby waived by Mr. Smith include, but are not limited to, curtesy, widower's

allowance, statutory allowance, right to homestead, distribution in intestacy, and right of election to take against the Last Will and Testament of Mrs. Sircy.

B. Release by Mrs. Sircy. Mrs. Sircy hereby agrees that Mr. Smith's Presently Owned Property, Inherited Property, and Property Acquired During Marriage (collectively, "Mr. Smith's Separate Property") shall be the sole and separate property of Mr. Smith and that she shall never acquire any interest in Mr. Smith's Separate Property unless expressly transferred to her by written agreement signed by Mr. Smith. Mrs. Sircy hereby waives and releases all right, title, and interest, statutory or otherwise, that she might acquire in Mr. Smith's Separate Property under the present or future law of any jurisdiction as the wife, widow, heir-at-law, next-of-kin, or distributee of Mr. Smith. The rights hereby waived by Mr. Smith include, but are not limited to, dower, widow's allowance, statutory allowance, right to homestead, distribution in intestacy, and right of election to take against the Last Will and Testament of Mr. Smith.

C. Last Will and Testament. Each party agrees that an existing Will executed by the other party, or a Will rewritten or revised prior to or in contemplation of the marriage, and any codicil thereto, shall not be deemed revoked by marriage. Each party also agrees that if either party designates the other as a legatee, devisee, or beneficiary of the other, under will or otherwise, such a designation shall not be construed as an amendment of this Agreement, or as a waiver of any rights created or releases made under this Agreement.

IV. VOLUNTARY TRANSFERS

A. After their marriage, Mrs. Sircy and Mr. Smith may elect to acquire or place any part of Mrs. Sircy's Separate

Property or Mr. Smith's Separate Property into joint names. In that event, such property shall be deemed to be owned jointly with right of survivorship. This Agreement shall not apply to such property.

B. This Agreement shall not be construed as placing any limitation on the rights of either party to make voluntary inter vivos or testamentary transfers of his or her assets to his or her spouse. Neither of the parties relinquishes his or her right to name the other as personal representative under his or her Last Will and Testament or as attorney-in-fact under a power of attorney. The parties acknowledge, however, that no representations or promises of any kind have been made by either of them to the other with respect to any such transfers or fiduciary relationships.

V. CONSIDERATION

The consideration for this Agreement is the marriage contemplated by the parties, and the mutual promises contained in this Agreement.

Both parties acknowledge that nothing in this Agreement limits or affects any Social Security benefit to which either might be entitled as a surviving spouse.

VI. OTHER PROVISIONS

A. Separation and Divorce. The parties do not contemplate separation or divorce and enter into this Agreement primarily for the purpose of protecting the Separate Property of each for the benefit of their respective children upon the death of either party. In the event that the parties shall separate or divorce, however, each party hereby waives his or her rights to any interest in the property of the other, alimony, support and maintenance under applicable law.

B. Informed Consent by Mrs. Sircy. Mrs. Sircy declares that she fully understands the terms and provisions of this Agreement, that she has been fully informed of her legal rights and liabilities, that she believes that the provisions of this Agreement are fair and reasonable, and that she signs this Agreement freely, voluntarily and with advice of counsel.

C. Informed Consent by Mr. Smith. Mr. Smith declares that he fully understands the terms and provisions of this Agreement, that he has been fully informed of his legal rights and liabilities, that he believes that the provisions of this Agreement are fair and reasonable, and that he signs this Agreement freely, voluntarily and with advice of counsel.

D. Execution of Additional Documents. Each party shall, upon request by the other party, execute and deliver any instruments reasonably necessary or appropriate to carry into effect the intent of the parties expressed in this Agreement, and to make this Agreement effective in any jurisdiction in which either party has property.

E. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Tennessee, which laws, the parties understand, both by statute and by common law, uphold the validity of prenuptial agreements.

F. Entire Understanding. This Agreement contains the entire understanding of the parties, and their are no representations, warranties, promises, covenants and undertakings, oral or otherwise, other than those expressly set forth in this Agreement.

G. Effective Date and Termination. This Agreement shall become effective only upon the marriage of the parties, and shall be binding on the parties and on their heirs, personal representatives, and assigns. The parties, by written agreement

only, signed by both, may modify or terminate this Agreement at any time.

H. Legal Fees. Each party shall bear the costs of his or her own legal expenses incurred in retaining legal advice regarding his or her rights and obligations under this Agreement.

I. Enforcement of Agreement. In the event that either party seeks to enforce the terms of this Agreement in a jurisdiction that fails or refuses to recognize its validity, such judicial determination shall not prevent the other party from seeking to enforce the Agreement in another jurisdiction.

J. Severability. In the event any provision of this Agreement shall be held invalid, unenforceable, or void for any reason, the remaining provisions of this Agreement shall not be affected, said provisions being severable.

K. Headings. Headings to items herein are for convenience only and shall not be construed to have any effect or meaning with respect to the content of the items. The content shall control as to this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement in duplicate on the day and year written above.

Nettie Angell Sircy
NETTIE ANGELL SIRCY

Levie William Smith
LEVIE WILLIAM SMITH

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STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, _____, a Notary Public of said County and State, NETTIE ANGELL SIRCY, with whom I am personally acquainted (or 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, at Office, this 15 day of NOVEMBER 1991.

M. C. Harrison
NOTARY PUBLIC

My Commission Expires
12-28-91

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, _____, a Notary Public of said County and State, LEVIE WILLIAM SMITH, with whom I am personally acquainted (or 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, at Office, this 15 day of NOVEMBER 1991.

M. C Harrison
NOTARY PUBLIC

My Commission Expires
12-28-91

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EXHIBIT B TO ANTENUPTIAL AGREEMENT

BETWEEN LEVIE WILLIAM SMITH AND NETTIE ANGELL SIRCY

PRESENTLY OWNED PROPERTY OF

NETTIE ANGELL SIRCY:

1. Certificate of Deposits in the amount of: $39,018.45, $21,238.40 and $26,725.25. Checking account in the amount of $14,745.72.

2. A 95 acre, more or less, farm located in Smith County, Tennessee together with house and barn and all contents.

3. Kitchen furniture:

   Refrigerator
   Washer and dryer
   Antique China Cabinet
   Victorian Chairs

4. One mahogany bedroom suite

5. One oak bedroom suite

6. One white wood bedroom suite

7. One dinning room table with twelve (12) chairs and safe

8. Living room:

   Two (2) couches
   Television (Zenith)
   "Mirror antique"
   Hutch
   Bookcase
   Drum table
   Couch, mahogany antique
   Two (2) marble top tables
   Pie crust antique mahogany table
   One antique mirror

DEBTS:

None except monthly expenses.

EXHIBIT A TO ANTENUPTIAL AGREEMENT

BETWEEN LEVIE WILLIAM SMITH AND NETTIE ANGELL SIRCY

PRESENTLY OWNED PROPERTY OF

LEVIE WILLIAM SMITH:

1. Mahogany dining room table, six (6) chairs and corner hutch
2. French Provincial five (5) piece living room suite
3. Two (2) mahogany twin beds, night stand and dresser
4. One walnut bed and dresser with chest of drawers
5. One White French Provincial bed with chest and dresser
6. One walnut dinette table and four (4) captain chairs
7. One Zenith color television
8. One antique clock - chimes
9. One glass dipper
10. One Frigidaire side by side refrigerator (gold)
11. One Masonic ring
12. Five (5) household antique lamps (two (2) red, one (1) floral, two (2) brass)
13. One mahogany desk
14. One antique typewriter
15. One tractor valued at $800.00
16. Residence at 1037 Fontaine Drive, Goodlettsville, Tennessee, white brick, 2,260 square feet under roof on 1-3/4 acres, valued at $120,000.00
17. Three Certificates of Deposit in the amount of $10,000.00 each for a total of $30,000.00. Cash money on hand $9,000.00. NOW account in the amount of $50,000.00
18. Insurance Policies:

    Accidental policy in the amount of $27,000.00

    Life insurance policy in the amount of $3,000.00

DEBTS:

None except monthly expenses.