This Instrument was prepared by:

Laura Tek, Attorney-at-Law
1994 N. Gallatin Road, Suite 100
Madison, Tennessee 37115
615/8451-2100

AFFIDAVIT OF HEIRSHIP

STATE OF TENNESSEE
COUNTY OF DAVIDSON

RE: Tulip Grove Road, Nashville Davidson County, Tennessee
Map and Parcel # 076-01-0 005.00

I, the undersigned, Cleopatra S. Cockrill, having been first duly sworn on my oath, depose and state that:

1. My name is Cleopatra S. Cockrill. I reside at 900 North 5th Street, Nashville, Davidson County, Tennessee 37207.

2. On March 25, 1983, I married Clinton J. Cockrill, Jr. I was his second wife. We were married until his death on October 19, 1992. Before me, Clinton was married to Rena M. Cockrill. They were married on December 11, 1949. They had a daughter, Jeri De Clint Cockrill, (now "Jeri De Clint Cockrill Bell").

3. On June 7, 1961, Clinton J. Cockrill, Jr.'s father, C. J. Cockrill, Sr., conveyed a parcel of land to him, (Clinton), and his first wife, Rena, located on Tulip Grove Road in Nashville, Davidson County. This transfer was by a warranty deed which is recorded at Book 3247, Page 297, Register's Office for Davidson County, Tennessee. The Map and Parcel number of this land is 076-01-0 005.00. This parcel of land is in the 4th Civil District of Davidson County and is more particularly described as follows:

> Beginning at the common corner of the Ira Cockrell and C.J. Cockrell, Sr. properties, said tract fronts 40 feet on Tulip Grove Road and runs back between parallel lines, 335.2 on the north line and 335.2 feet on the south line, to a line in the rear measuring 40 feet thereon.
>
> Being a part of the same property conveyed to C.J. Cockrill, Jr. and wife, Rena M. Cockrill, their heirs and assigns, by Warranty Deed from C.J. Cockrell, Sr. of record in Book 3247, Page 297, Register's Office for Davidson County, Tennessee; the said C.J. Cockrill, Jr. having since died.

4. On June 12, 1978, Clinton J. Cockrill, Jr. and Rena M. Cockrill were divorced by Order of the First Circuit Court for Davidson County, Tennessee. A certified copy of the Final Decree of Divorce is attached hereto.

5. There is no mention in the Final Decree of Divorce as to how the above-described parcel of land should be distributed between Clinton and Rena.

6. Accordingly, when Clinton J. Cockrill, Jr. and Rena M. Cockrill divorced, their tenancy by the entirety was terminated and replaced with a tenancy in common; each one now owning a one-half undivided interest in said land (Map and Parcel number 076-01-0 005.00).

7. On October 19, 1992, Clinton J. Cockrill, Jr. died. He left a Will dated September 11, 1992. The Will was admitted to probate on November 17, 1992 in the Probate Court for Davidson County, Tennessee, docket number 100177. The Will named me, Cleopatra Cockrill, his surviving spouse, as Executor. The Will also stated that his daughter from his first marriage, Jeri De Clint Cockrill Bell, received the parcel of land on Tulip Grove Road, Map and Parcel number 076-01-0 005.00.

8. By virtue of my late husband's conveyance of the above-described parcel of land, his daughter, Jeri, and Rena M. Cockrill now own the above-described parcel of land as tenants in common, each with a one-half undivided interest in the land.

9. I am filing this Affidavit contemporaneously with the Executor's Quitclaim Deed executed by me as Executor of the estate of Clinton J. Cockrill, Jr.

Further affiant saith not.

Cleopatra S. Cockrill

CLEOPATRA S. COCKRILL

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named affiant, with whom I am personally acquainted and who, after being first duly sworn, acknowledged to me that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 27th day of May, 1998.

NOTARY PUBLIC

My Commission Expires: My Commission Expires SEPT. 23, 2000

6-12-78
144C 2419

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RENA McSPADDEN COCKRILL)
)
)
)
VS.) NO. 91523
)
)
)
CLINTON JACKSON COCKRILL, JR.)

BOOK 10949 PG 298

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on this the 6th day of June, 1978, before the Honorable Robert E. Lillard, Judge of the First Circuit Court for Davidson County, Tennessee, upon the original bill for absolute divorce filed by the plaintiff, personal service of process had upon the defendant, a judgment of default duly entered against the defendant, testimony of plaintiff heard in open Court, statement of counsel, and from the entire record in this cause; from all of which the Court finds that the allegation of the plaintiff's bill has been fully sustained by the proof, that is, that certain irreconcilable differences have arisen between the parties causing them to separate and live apart and that the continuation of this marriage is impossible, and, therefore, the plaintiff is entitled to an absolute divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved, and the plaintiff, Rena McSpadden Cockrill, is awarded an absolute divorce from the defendant, Clinton Jackson Cockrill, Jr., and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement heretofore agreed to by the parties be, and the same is, hereby confirmed, approved and ratified. Said Property Settlement Agreement is as follows:

"PROPERTY SETTLEMENT AGREEMENT

"THIS PROPERTY SETTLEMENT AGREEMENT, made in Nashville, Davidson County, Tennessee, on this the 25th day of May, 1978, by and between RENA McSPADDEN COCKRILL, hereinafter called the "Party of the First Part", being a resident of Nashville, Davidson County, Tennessee, and CLINTON JACKSON COCKRILL, JR., hereinafter called the "Party of the Second Part", being a resident of Lebanon, Wilson County, Tennessee,

"W I T N E S S E T H:

"WHEREAS, the parties hereto were married on December 11, 1949, in Nashville, Davidson County, Tennessee; and

"WHEREAS, serious difficulties have arisen between the parties hereto rendering it impossible for them to longer live together as husband and wife, and, by reason thereof, said parties are now living separate and apart; and

"WHEREAS, each of the parties hereto desires to settle and adjust their marital interest and all rights and claims in and to the property of the other, now and hereafter acquired;

"NOW, THEREFORE, it is mutually agreed as follows:

"1. The Party of the First Part shall keep and retain all of the household furniture, appliances and furnishings, and all of her clothing and personal property, which she now has in her possession; and the Party of the Second Part shall keep and retain all of the household furniture, appliances and furnishings, and all of his clothing and personal property, which he now has in his possession, and each party shall disclaim any right, title and interest in and to the property of the other.

"2. Each party shall be responsible for his or her debts and obligations incurred since the separation of the parties in March of 1970.

"3. The Party of the Second Part shall be responsible for all attorney's fees and court costs in connection with any divorce proceedings which are instituted.

"4. It is mutually agreed between the parties that the Party of the Second Part shall have the right and privilege of purchasing the interest of the Party of the First Part in the real property located at 900 North 5th Street, Nashville, Tennessee, and shall pay to the Party of the First Part the sum of $7,180.25 for said interest. Upon payment of said sum, the Party of the First Part shall execute any and all documents required in order to have title to said real property vested solely in the Party of the Second Part.

"5. It is further mutually agreed and understood that, after the signing of this instrument, both parties are to be forever barred from any right, claim, dower or interest in and to the property of the other.

"6. It is further agreed by and between the parties hereto, on execution of this agreement, neither party will use or attempt to use credit of the other for any purpose whatsoever, without first obtaining the written permission or consent of the other party.

"7. This settlement and property arrangement is not an agreement pertaining to a divorce; but either party is free to file any action for a divorce upon the facts that they might have and upon such grounds as either can legally present.

"8. This agreement is meant and intended by the parties hereto to be a post-nuptial property settlement and agreement and is to be a full, final and complete release by each party of any interest whatsoever which each party may now or hereinafter have in the property of the other as herein provided.

"9. IN WITNESS WHEREOF, the parties have hereunto set their signatures at Nashville, Davidson County, Tennessee, on the day and date above set out, this agreement having been executed in duplicate with each of the parties hereto taking a copy thereof."

/s/ Rena McSpadden Cockrill,
Party of the First Part

WITNESS:

/s/ Kenneth W. Cockrill

/s/ Clinton Jackson Cockrill, Jr.,
Party of the Second Part

WITNESS:

/s/ Kenneth W. Cockrill

The defendant will pay the costs of this cause, for which execution may issue, if necessary.

ENTER, this 12 day of June, 1978.

Robert L. Gillam
JUDGE

APPROVED FOR ENTRY:

Morris Levine
MORRIS LEVINE,
Attorney for Plaintiff

CERTIFICATION

I hereby certify that on this 12 day of June, 1978, I mailed a copy of the foregoing Final Decree of Divorce to the Defendant at his last known address, 701 Bluebird Road, Lebanon, Tennessee 37087.

Morris Levine
MORRIS LEVINE

BOOK 10949 PG 301

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, made in Nashville, Davidson County, Tennessee, on this the 15 day of May, 1978, by and between RENA McSPADDEN COCKRILL, hereinafter called the "Party of the First Part", being a resident of Nashville, Davidson County, Tennessee, and CLINTON JACKSON COCKRILL, JR., hereinafter called the "Party of the Second Part", being a resident of Lebanon, Wilson County, Tennessee,

W I T N E S S E T H:

WHEREAS, the parties hereto were married on December 11, 1949, in Nashville, Davidson County, Tennessee; and

WHEREAS, serious difficulties have arisen between the parties hereto rendering it impossible for them to longer live together as husband and wife, and, by reason thereof, said parties are now living separate and apart; and

WHEREAS, each of the parties hereto desires to settle and adjust their marital interest and all rights and claims in and to the property of the other, now and hereafter acquired;

NOW, THEREFORE, it is mutually agreed as follows:

1. The Party of the First Part shall keep and retain all of the household furniture, appliances and furnishings, and all of her clothing and personal property, which she now has in her possession; and the Party of the Second Part shall keep and retain all of the household furniture, appliances and furnishings, and all of his clothing and personal property, which he now has in his possession, and each party shall disclaim any right, title and interest in and to the property of the other.

2. Each party shall be responsible for his or her debts and obligations incurred since the separation of the parties in March of 1970.

3. The Party of the Second Part shall be responsible for all attorney's fees and court costs in connection with any divorce proceedings which are instituted.

4. It is mutually agreed between the parties that the Party of the Second Part shall have the right and privilege of purchasing the interest of the Party of the First Part in the real property located at 900 North 5th Street, Nashville, Tennessee, and shall pay to the Party of the First Part the sum of $7,180.25 for said interest. Upon payment of said sum,the Party of the First Part shall execute any and all documents required in order to have title to said real property vested solely in the Party of the Second Part.

5. It is further mutually agreed and understood that, after the signing of this instrument, both parties are to be forever barred from any right, claim, dower or interest in and to the property of the other.

6. It is further agreed by and between the parties hereto, on execution of this agreement, neither party will use or attempt to use credit of the other for any purpose whatsoever, without first obtaining the written permission or consent of the other party.

7. This settlement and property arrangement is not an agreement pertaining to a divorce; but either party is free to file any action for a divorce upon the facts that they might have and upon such grounds as either can legally present.

8. This agreement is meant and intended by the parties hereto to be a post-nuptial property settlement and agreement and is to be a full, final and complete release by each party, of any interest whatsoever, which each party may now or hereinafter have in the property of the other as herein provided.

9. IN WITNESS WHEREOF, the parties have hereunto set their signatures at Nashville, Davidson County, Tennessee, on the day and date above set out, this agreement having been executed in duplicate with each of the parties hereto taking a copy thereof.

Rena McSpadden Cockrill

RENA McSPADDEN COCKRILL,
Party of the First Part

WITNESS:
Kenneth W. Cockrill

Clinton Jackson Cockrill Jr.

CLINTON JACKSON COCKRILL, JR.,
Party of the Second Part

WITNESS:
Kenneth W Cockrill

STATE OF TENNESSEE

BOOK 10949 PG 303

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FIRST Circuit Court for Davidson County, Tennessee, on the 12 day of JUNE , 19 78 , in the Case Number 91523 between COCKRILL, RENA M Plaintiff, and COCKRILL, CLINTON J JR Defendant, as same remains of record in Book 144C , Page 02419 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 16 day of MARCH in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

98 MAY 28 PM 1:45
DAVIDSON COUNTY, TN.

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IDENTIF. & REFERENCE