Sq 37

BOOK 11663 PAGE 377

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Leslie Marie Babb, *et al.* 3309 Leondale Terrace Nashville, TN 37207	Map 163, Parcel 2	Same
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (JAB) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, **BANK OF AMERICA, N.A.**, Successor to NationsBank of Tennessee, N.A., **ADMINISTRATOR OF THE ESTATE OF PHILLIP ANTHONY PRATT**, Probate No. 98P1102, ("Grantor") hereby sells, assigns, and quitclaims to **LESLIE MARIE BABB**, a three-fourths (3/4) undivided interest and to **DAVID A. PRATT**, a one-fourth (¼) undivided interest, of Grantor's right, title, and interest in and to certain land in Davidson County, Tennessee, being more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), said interest being the Grantees' interest under an Agreement for Distribution of Assets of record in Book 11645, page 948, Register's Office for Davidson County, Tennessee, attached hereto as Exhibit B.

This is unimproved property on Moss Road, Davidson County, Tennessee.

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect the Property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration of this transfer is $0.00.

Patrick J Nelsen
Affiant

Subscribed and sworn to before me this 13th day of September, 1999.

Diane Winkler
Notary Public
My Commission Expires: 5/28/2003

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111237-022 09/09/1999

IN WITNESS WHEREOF, the Grantor has executed this Deed this 13 day of September, 1999.

BANK OF AMERICA, N.A.,
Successor to NationsBank of Tennessee, N.A.
Administrator of the Estate of Phillip Anthony Pratt

By: Thomas A. Allen
Thomas A. Allen, Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Thomas A. Allen of Bank of America, N.A., Successor to NationsBank of Tennessee, N.A., the within named bargainor, a national banking association, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the national banking association by the said Thomas A. Allen as such Vice President.

Witness my hand and seal, at office at Nashville, Tennessee, on this 13th day of September, 1999.

DEE H. RICHARDS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN

My Commission Expires JULY 26, 2003

Dee H Richards
Notary Public
My Commission Expires: July 26, 2003

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EXHIBIT A

Land in Davidson County, Tennessee, being Lot Nos. 10, 11, and 12 of the Shield's Antioch Land, of record in Book 57, page 111, Register's Office for Davidson County, Tennessee, and said lots lying adjacent and taken together are described as follows:

> Beginning at a point in the center of a lane running east and west, and also center of a lane running north and south, and being the southwest corner of Lot No. 10, and running from said beginning point along the center line of the north and south lane degrees and distances as follows: north 1½ degrees east 632 feet to a point opposite an old fence, which point is L. Carper's southwest corner; thence along the old fence, Carper's south boundary, south 88½ degrees east 633 feet to a fence corner; thence with the fence, south 1½ degrees west 740 feet to a point in the center of the lane, the southeast corner of this tract and the southwest corner of Lot No. 1 in said subdivision, which is now owned by Mrs. Morton; thence along the center of the lane, north 78 degrees 45 minutes west 650 feet, more or less, to the point of beginning, containing ten acres, ten square poles, more or less.

Being the same property conveyed to Phillip A. Pratt by the heirs at law of Robert A. McGhee of record in Book 3805, page 524, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Prepared by: JAB
Boult, Cummings, Conners & Berry
414 Union Street, Suite 1600
Nashville, TN 37219

DOX 57

AGREEMENT FOR DISTRIBUTION OF ASSETS

BOOK 11663 PAGE 380

ESTATE OF PHILLIP ANTHONY PRATT

BOOK 11645 PAGE 948

WHEREAS, Phillip Anthony Pratt (the "Decedent") died on April 19, 1998, in Nashville, Davidson County, Tennessee without a will leaving as his lawful heirs Phillip Edward Pratt, David A. Pratt, Kenneth Pratt, Ronald L. Pratt, and Leslie Marie Pratt Babb (the "Heirs"); and

WHEREAS, NationsBank of Tennessee, N.A. (now known as Bank of America, N.A.) was appointed as Administrator of the Estate of Phillip Anthony Pratt (the "Estate"); and

WHEREAS, the Decedent died owning certain real property (the "Real Property") which includes the following:

1. 321 Flora Maxwell Road, Nashville, Davidson County, Tennessee (Map/Parcel - 147-7/127)
2. 2407 Underwood Street, Nashville, Davidson County, Tennessee (Map/Parcel - 81-14/165)
3. 4323 Nolensville Pike, Nashville, Davidson County, Tennessee (Map/Parcel - 147-7/47)
4. 4601 Nolensville Pike, Nashville, Davidson County, Tennessee (Map/Parcel - 147-11/40)
5. 1033A and 1033B Jefferson Street, Nashville, Davidson County, Tennessee (Map/Parcel - 81-16/573)
6. Moss Road, Nashville, Davidson County, Tennessee (Map/Parcel - 163/2)

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REGISTER'S OFFICE

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WHEREAS, the Decedent died owning certain other property, which property consists of cash and one 1984 Chevy van; and

WHEREAS, the Heirs have had the opportunity to consult with counsel regarding this Agreement;

WHEREAS, the Heirs have determined that it is in the best interest of the Estate and in the best interest of each Heir to agree to a division of the property amongst themselves.

THEREFORE, the Heirs agree to the following distribution of the Real Property which distribution shall occur following the execution of this Agreement by all the parties hereto:

1. The property located at 4601 Nolensville Pike, Nashville, Davidson County, Tennessee, shall be conveyed to Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt as tenants in common.

2. The property located at 4323 Nolensville Pike, Nashville, Davidson County, Tennessee, shall be conveyed to Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt as tenants in common.

3. The property located at 1033A and 1033B Jefferson Street, Nashville, Davidson County, Tennessee, shall be conveyed to David A. Pratt.

4. The property located at 2407 Underwood, Nashville, Davidson County, Tennessee, shall be conveyed to David A. Pratt.

5. The property located at 321 Flora Maxwell Road, Nashville, Davidson County, Tennessee, shall be conveyed to Leslie Marie Pratt Babb.

6. The property located at Moss Road, Nashville, Davidson County, Tennessee, shall be conveyed as follows: a three-fourths (3/4) undivided interest to Leslie Marie Babb and a one-fourth (1/4) undivided interest to David A. Pratt, as tenants in common.

FURTHER, the Heirs agree that at such time that the Administrator shall determine to distribute the remaining assets of the Estate, the remaining assets shall be distributed equally among the Heirs with the following adjustments:

1. The Estate has paid certain expenses on behalf of individual heirs, and appropriate adjustments will be made for such expenses.

2. After adjustments provided for in paragraph one above, the shares of Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt each shall be reduced by the sum of One Thousand Dollars ($1,000.00), and the sum of those reductions (Three Thousand Dollars ($3,000.00)) shall be added to the share of Leslie Marie Babb. In the event cash distributions from the Estate are insufficient to provide the above amounts to Leslie Marie Babb, Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt shall provide such additional amounts as may be necessary from their personal funds outside the Estate.

FURTHER, the Heirs acknowledge that following the execution of this Agreement by all the parties hereto, the 1984 Chevy van shall be distributed to David A. Pratt.

FURTHER, the Heirs acknowledge that following the execution of this Agreement by all the parties hereto, Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt have paid the sum of Two Thousand One Hundred Fifty Dollars ($2,150.00) to David A. Pratt.

The Heirs acknowledge by their signature on this Agreement that the Estate has not received the appropriate tax clearance from the Internal Revenue Service or from the Tennessee Department of Revenue. To the extent that the assets of the Estate remaining after the distribution of the Real Property and any other Estate property are not sufficient, the Heirs agree to bear their individual pro rata share of any additional taxes, penalties and interest and/or expenses which may result from an audit or other review of the Estate's tax returns or from the administration of the Estate until the Estate is closed with the Seventh Circuit Court of Davidson County, Tennessee, Probate Division.

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Agreed to this 23rd day of August, 1999.

Phillip E. Pratt

Phillip E. Pratt

David A. Pratt

Kenneth Pratt

Ronald L. Pratt

Leslie Marie Babb

Bank of America, N.A., successor to NationsBank of Tennessee, N.A., Administrator
By: Patrick Nelson,_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Ron W. Parker, Notary Public, Phillip E. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

BOOK 11645 PAGE 951

WITNESS my hand, at office, this 23 day of August, 1999.

Ron W. Pratt

Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 23, 2002

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 11663 PAGE 383

Personally appeared before me, _____, Notary Public, Kenneth Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____

Notary Public

My Commission Expires:_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Leslie Marie Babb, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

FURTHER, the Heirs acknowledge that following the execution of this Agreement by all the parties hereto, Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt have paid the sum of Two Thousand One Hundred Fifty Dollars ($2,150.00) to David A. Pratt.

The Heirs acknowledge by their signature on this Agreement that the Estate has not received the appropriate tax clearance from the Internal Revenue Service or from the Tennessee Department of Revenue. To the extent that the assets of the Estate remaining after the distribution of the Real Property and any other Estate property are not sufficient, the Heirs agree to bear their individual pro rata share of any additional taxes, penalties and interest and/or expenses which may result from an audit or other review of the Estate's tax returns or from the administration of the Estate until the Estate is closed with the Seventh Circuit Court of Davidson County, Tennessee, Probate Division.

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Agreed to this 23rd day of August, 1999.

Phillip E. Pratt

David A. Pratt

Kenneth Pratt

Ronald L. Pratt

Leslie Marie Babb

Bank of America, N.A., successor to NationsBank of Tennessee, N.A., Administrator
By: Patrick Nelson,_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Phillip E. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____
Notary Public

My Commission Expires:_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Ron W. Parker, Notary Public, Kenneth Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23 day of August, 1999.

Ron W. Pratt
Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 23, 2002

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Leslie Marie Babb, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

FURTHER, the Heirs acknowledge that following the execution of this Agreement by all the parties hereto, Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt have paid the sum of Two Thousand One Hundred Fifty Dollars ($2,150.00) to David A. Pratt.

The Heirs acknowledge by their signature on this Agreement that the Estate has not received the appropriate tax clearance from the Internal Revenue Service or from the Tennessee Department of Revenue. To the extent that the assets of the Estate remaining after the distribution of the Real Property and any other Estate property are not sufficient, the Heirs agree to bear their individual pro rata share of any additional taxes, penalties and interest and/or expenses which may result from an audit or other review of the Estate's tax returns or from the administration of the Estate until the Estate is closed with the Seventh Circuit Court of Davidson County, Tennessee, Probate Division.

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Agreed to this 26 day of August, 1999.

_____
Phillip E. Pratt

_____
David A. Pratt

_____
Kenneth Pratt

_____
Ronald L. Pratt

Leslie Marie Babb
Leslie Marie Babb

_____
Bank of America, N.A., successor to NationsBank of Tennessee, N.A., Administrator
By: Patrick Nelson,_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Phillip E. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____
Notary Public

My Commission Expires:_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Kenneth Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____
Notary Public

My Commission Expires:_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Mrs. Margaret M. Pillow, Notary Public, Leslie Marie Babb, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of August, 1999.

Mrs. Margaret M. Phillips
Notary Public

My Commission Expires JAN. 25, 2003

My Commission Expires:_____

BOOK 11645 PAGE 956

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 11663 PAGE 388

Personally appeared before me, _____, Notary Public, David A. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____
Notary Public

My Commission Expires:_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Ronald L. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____
Notary Public

My Commission Expires:_____

FURTHER, the Heirs acknowledge that following the execution of this Agreement by all the parties hereto, Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt have paid the sum of Two Thousand One Hundred Fifty Dollars ($2,150.00) to David A. Pratt.

The Heirs acknowledge by their signature on this Agreement that the Estate has not received the appropriate tax clearance from the Internal Revenue Service or from the Tennessee Department of Revenue. To the extent that the assets of the Estate remaining after the distribution of the Real Property and any other Estate property are not sufficient, the Heirs agree to bear their individual pro rata share of any additional taxes, penalties and interest and/or expenses which may result from an audit or other review of the Estate's tax returns or from the administration of the Estate until the Estate is closed with the Seventh Circuit Court of Davidson County, Tennessee, Probate Division.

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Agreed to this 31st day of August, 1999.

Phillip E. Pratt

David A. Pratt

Kenneth Pratt

Ronald L. Pratt

Leslie Marie Babb

Bank of America, N.A., successor to NationsBank of Tennessee, N.A., Administrator
By: Patrick Nelson,_____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Phillip E. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Mary M. Brown, Notary Public, David A. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of August, 1999.

Mary M. Brown
Notary Public

My Commission Expires: 1/27/2001

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Ronald L. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____
Notary Public

My Commission Expires:_____

FURTHER, the Heirs acknowledge that following the execution of this Agreement by all the parties hereto, Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt have paid the sum of Two Thousand One Hundred Fifty Dollars ($2,150.00) to David A. Pratt.

The Heirs acknowledge by their signature on this Agreement that the Estate has not received the appropriate tax clearance from the Internal Revenue Service or from the Tennessee Department of Revenue. To the extent that the assets of the Estate remaining after the distribution of the Real Property and any other Estate property are not sufficient, the Heirs agree to bear their individual pro rata share of any additional taxes, penalties and interest and/or expenses which may result from an audit or other review of the Estate's tax returns or from the administration of the Estate until the Estate is closed with the Seventh Circuit Court of Davidson County, Tennessee, Probate Division.

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Agreed to this 23rd day of August, 1999.

Phillip E. Pratt

David A. Pratt

Kenneth Pratt

Ronald L. Pratt

Leslie Marie Babb

Bank of America, N.A., successor to NationsBank of Tennessee, N.A., Administrator
By: Patrick Nelson,_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Phillip E. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, David A. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____

Notary Public

My Commission Expires:_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Ron W. Parker, Notary Public, Ronald L. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23 day of August, 1999.

Ron W. Parker

Notary Public

MY COMMISSION EXPIRES MAY 23, 2002

My Commission Expires:_____

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FURTHER, the Heirs acknowledge that following the execution of this Agreement by all the parties hereto, Phillip Edward Pratt, Kenneth Pratt, and Ronald L. Pratt have paid the sum of Two Thousand One Hundred Fifty Dollars ($2,150.00) to David A. Pratt.

The Heirs acknowledge by their signature on this Agreement that the Estate has not received the appropriate tax clearance from the Internal Revenue Service or from the Tennessee Department of Revenue. To the extent that the assets of the Estate remaining after the distribution of the Real Property and any other Estate property are not sufficient, the Heirs agree to bear their individual pro rata share of any additional taxes, penalties and interest and/or expenses which may result from an audit or other review of the Estate's tax returns or from the administration of the Estate until the Estate is closed with the Seventh Circuit Court of Davidson County, Tennessee, Probate Division.

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Agreed to this 19TH day of August, 1999.

Phillip E. Pratt

David A. Pratt

Kenneth Pratt

Ronald L. Pratt

Leslie Marie Babb

Bank of America, N.A., successor to NationsBank of Tennessee, N.A., Administrator
By: Patrick Nelson, Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, _____, Notary Public, Phillip E. Pratt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Robin J. Payton, Notary Public, Patrick Nelson, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is Vice President of Bank of America, N.A., successor to NationsBank of Tennessee, N.A., a banking institution having one of its principal places of business in Nashville, Tennessee, and is authorized to execute this instrument on behalf of said banking institution.

WITNESS my hand, at office, this 19th day of August, 1999.

Robin J. Payton
Notary Public

My Commission Expires: 5/26/2002