THIS INSTRUMENT PREPARED BY:

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

Quitclaim Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Mark M. McGee, et ux 304 South Edgewood Drive Hopkinsville, KY 42240	Same as New Owner	Map 25-12 Parcel 64.00

THIS QUITCLAIM DEED, is made and entered into on the day and date acknowledged below, the date of the last acknowledgment being the effective date of this Quitclaim Deed, by and between J & M INVESTMENTS, a Tennessee partnership, by its remaining partner, MARK MELVIN McGEE, hereinafter referred to as the "GRANTOR", and MARK M. McGEE and wife, THIRZA RITTER McGEE, hereinafter referred to as the "GRANTEES";

Davidson County DEEDQC
Recvd: 08/27/02 09:52 6pgs
Fees:32.00 Taxes:0.00
20020827-0103346

WITNESSETH:

WHEREAS, by Deed of record in Book 7590, page 571, Register's Office for Davidson County, Tennessee, J & M Investments, a Tennessee partnership, composed of Thomas S. Jackson and Mark Melvin McGee, became vested with ownership and title to certain real property located at 300 Moss Trail, Goodlettsville, Tennessee 37072, to which Deed reference is hereby made for a more complete and accurate description of the said real property; and,

WHEREAS, on April 11, 2002, Thomas S. Jackson assigned his partnership interest in J & M Investments to Mark M. McGee by an Assignment of Partnership Interest of J & M Investments, the original of which is attached hereto as Exhibit "A" to this Quitclaim Deed, and incorporated herein by reference; and,

WHEREAS, the said Assignment effectively vested Mark M. McGee with ownership and title to the said real property at 300 Moss Trail, Goodlettsville, Tennessee 37072; and,

WHEREAS, Mark M. McGee, as surviving partner in J & M Investments desires to convey the said property to he and his wife, in order to clarify title to the said property.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, Mark Melvin McGee, as surviving partner of J & M Investments, the GRANTOR, has this day bargained, sold and quitclaimed unto MARK M. McGEE and wife, THIRZA RITTER McGEE, the GRANTEES, their heirs or assigns, all of the GRANTOR's right, title and interest in certain real property in Davidson County, Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 18 on the Plan of Goodlettsville Heights Subdivision, of record in Book 1424, pages 120 and 121, Register's Office for Davidson County, Tennessee.

Said Lot No. 18 fronts 100 feet on the northwesterly side of Moss Trail Road and runs back between lines 249.6 feet on the northerly line and 299.5 feet on the southerly line to a dead line in the rear on which it measures 102.7 feet.

Being the same property conveyed to J & M Investments, a partnership composed of Thomas S. Jackson and Mark Melvin McGee, by deed from Gregory Allen Cox, unmarried, and Hubert Deward Cox and wife, Dovie Marie Cox, of record in Book 7590, page 571, Register's Office for Davidson County, Tennessee, and being the same property assigned to Mark M. McGee, a/k/a Mark Melvin McGee, by Assignment from Thomas S. Jackson dated April 11, 2002, the original of which is attached hereto as Exhibit "A" to this Quitclaim Deed, and incorporated herein by reference.

The mailing address for the said property is 300 Moss Trail, Goodlettsville, TN 37072.

The property description, as contained herein, is the same as that contained in the previous deed of record.

Said property is conveyed subject to such limitations, restrictions and encumbrances as may effect the premises; and is conveyed subject to all of the debts and obligations of J & M Investments, which were specifically assumed by Mark M. McGee in the Assignment attached as Exhibit "A".

WITNESS our hands on the day and date acknowledged below.

"GRANTOR"
J & M INVESTMENTS

By: MARK MELVIN McGEE,
Surviving Partner

"GRANTEES"

MARK M. McGEE

THIRZA RITTER McGEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared MARK MELVIN McGee, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the surviving partner of J & M Investments, the within named bargainor, a Tennessee partnership, and that he as such surviving partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as surviving partner.

WITNESS my hand and official seal this the 23 day of August, 2002.

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE My Commission Expires Dec. 6, 2005

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARK M. McGEE and THIRZA RITTER McGEE, 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 this the 23 day of August, 2002.

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE My Commission Expires Dec. 6, 2005

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

AFFIANT

Sworn to and subscribed before me this the 23 day of August, 2002.

NOTARY PUBLIC

My Commission Expires:

PATSY C. DAVIDSON
NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE
My Commission Expires Dec. 6, 2005

THIS INSTRUMENT PREPARED BY:

HOMER R. AYERS, Attorney
303 Frances Street, P.O. Box 904
Goodlettsville, Tennessee 37072

Assignment of Partnership Interest of J & M Investments

THIS ASSIGNMENT of a Partnership Interest in a Partnership known as J & M Investments, is made and entered into on the day and date last acknowledged below, by and between THOMAS S. JACKSON, (hereinafter called the "Assignor"), and MARK M. McGEE, (hereinafter called the "Assignee").

W I T N E S S E T H:

WHEREAS, on July 1, 1988, the Assignee and the Assignor formed a Partnership known as J & M Investments, and located at 606 North Main Street, Goodlettsville, Tennessee 37072, for the purpose of the acquisition, purchase, development, lease and sale of real estate, including, but not limited to both single and multi-family residential properties, commercial properties and farm acreage, and to carry on any other type of business which the partners may agree; and,

WHEREAS, the Partnership, J & M Investments, owns a house and lot located at 300 Moss Trail, Goodlettsville, Tennessee 37072, encumbered by a first mortgage loan through Union Planters Bank, Loan No. 651900714, with a present approximate balance in the amount of $92,267.97; and,

WHEREAS, for a valuable consideration, the Assignor has agreed to sell and transfer his interest in the Partnership to the Assignee, to include all assets of the Partnership, including the house and lot at 300 Moss Trail, Goodlettsville, Tennessee 37072; and,

WHEREAS, the Assignee has agreed to assume the debts and obligations of the Partnership, and to indemnify and hold harmless the Assignor from same; and,

WHEREAS, the parties desire that their agreements be reduced to writing.

NOW, THEREFORE, for and in consideration of the premises shown and other good and valuable considerations, the receipt of all of which are hereby acknowledged, the parties agree as follows:

1. For a valuable consideration, the Assignor, Thomas S. Jackson, hereby assigns, transfers and conveys to the Assignee, Mark M. McGee, all of his right, title or interest in and to a Partnership known as J & M Investments, to include a house and lot located at 300 Moss

EXHIBIT "A"

Trail, Goodlettsville, Tennessee 37072, and all other assets of the said Partnership, to become effective immediately upon execution of this Agreement.

2. The Assignee, Mark M. McGee, hereby agrees to assume all debts and obligations of the Partnership, to pay all such debts and obligations in a timely manner, and further agrees to indemnify and hold harmless the Assignor from any cost, expense or judgment relating to any claim, demand or suit concerning the Partnership, including, but not limited to a first mortgage loan to the Partnership from Union Planters Bank, bearing Loan No. 651900714, with a present approximate balance in the amount of $92,267.97, secured by certain real property at 300 Moss Trail, Goodlettsville, Tennessee 37072.

3. This Agreement will be governed by the laws of the State of Tennessee, and the venue for any litigation shall be in the Chancery Court for Davidson County, Tennessee.

4. This is the full and complete understanding between the parties, and may not be modified, except in writing, signed by both parties hereto.

5. The parties agree that Thomas S. Jackson and Mark M. McGee were the only persons, corporations, or other entities having an interest in J & M Investments, and that all debts and obligations of the Partnership are fully known to the Assignee.

WITNESS our hands on the day and date acknowledged below.

"ASSIGNOR"

Thomas S. Jackson
THOMAS S. JACKSON

"ASSIGNEE"

MARK M. McGEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, THOMAS S. JACKSON, 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 the 11th day of ~~March~~ April, 2002.

Diana G. Perry
NOTARY PUBLIC

DIANA G. PERRY
NOTARY PUBLIC AT LARGE
ROBERTSON COUNTY, TN
My Comm. Expires July 23, 2005

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARK M. McGEE, 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 the 11th day of ~~March~~ April, 2002.

Diana C. Frey
NOTARY PUBLIC

