# QUITCLAIM DEED

THIS INSTRUMENT PREPARED BY:

THE ANDERSEN FIRM
A Professional Corporation
415 Broad Street, Suite 601
Kingsport, TN 37660

Davidson County DEEDQC
Recvd: 05/30/03 13:28 10pgs
Fees:52.00 Taxes:0.00
20030530-0073167

Map-Parcel Numbers
73-12-34
3DZ 49228

The preparer of this instrument makes no representations or warranties concerning the accuracy of the description of the Property contained herein or the title of such Property.

THIS DEED, made effective on the 9th day of ~~April~~ May, 2003, by WAYNE F. GREEN and SUSANNE J. (SPURR) GREEN, hereinafter Parties of the First Part, and WAYNE F. GREEN and LINDA L. KELLEY, Trustees or Successor Trustees, of the WAYNE F. GREEN LIVING TRUST u/a/d May 14, 2002, hereinafter Parties of the Second Part.

## WITNESSETH:

That the said first parties, for and in consideration of the sum of $10.00, in hand paid by the said second parties, the receipt whereof is hereby acknowledged, do hereby remise, release and quitclaim unto the said second parties forever, all the right, title, interest, claim and demand which WAYNE F. GREEN has in and to the following described real estate situate, lying and being situated in the Davidson County, Tennessee, and more particularly described as follows, to wit:

LAND in Davidson County Tennessee, being Lot No. 230 on the plan of Section Two, Sunset View, of record in Book 2663, page 52, Register's Office for said County.

Said Lot No. 230 fronts 100 feet on the northerly margin of Ridgeland Drive and extends back 202.1 feet to a dead line in the rear.

BEING the same property conveyed to Susanne S. Green and Wayne F. Green by deed from Florence J. Talley of record in Book 6640, Page 189, Register's Office for Davidson County, Tennessee.

The aforesaid property is held as tenants in common with Susanne S. Green pursuant to a Final Decree entered on April 17, 1984 in the Second Circuit Court for Davidson County, Tennessee, by the Honorable Harry S. Lester, Judge, in Case No. 84D-47, and entered in Minute Book 129B, Page 1461 of the records of the Circuit Court for

Davidson County, Tennessee. Said decree provides, *inter alia*, that neither of the first parties shall have the power to assign or alienate their separate interest in said real property without the other. Exhibit A, p. 2. The signature of Susanne J. (Spurr) Green hereinbelow signifies her consent to the quitclaim of the separate interest of Wayne F. Green, as tenant in common, in the aforesaid property to the WAYNE F. GREEN LIVING TRUST u/a/d May 14, 2002. The Parties of the First Part and the Parties of the Second Part acknowledge that this conveyance shall in no way be deemed to infringe upon the right of SUSANNE J. (SPURR) GREEN to use and occupy the aforesaid property pursuant to the terms of the aforesaid Final Decree.

This conveyance is made subject to the restrictions of record in Book 2752, page 594, said Register's office, and to the matters set forth in the above referenced plan of record.

This transfer is by Quitclaim and the transferor makes no warranties about the title.

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

This instrument prepared at the direction of the parties and on information and a description provided by parties of the first part, without benefit of a title search, neither party requesting any title search.

The above description herein is the same as the previous deeds of record, no boundary survey having been made at the time of this conveyance, and the preparer of this deed makes no warranty regarding said description.

This conveyance is expressly made subject to any and all binding restrictions, reservations and conditions contained in former deeds to said property, and current year property taxes.

WITNESS my hand on this the 9th day of ~~April,~~ May 2003.

Wayne F Green
WAYNE F. GREEN

STATE OF UTAH
COUNTY OF SALT LAKE

On this the 9th day of May, 2003, before me, Carol M. Murahashi a Notary Public in and for said State, appeared WAYNE F. GREEN, to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and acknowledged that he executed same as and for his own free act and deed.

Notary Public
CAROL M. MURAHASHI
452 East Parowan Way
Draper, Utah 84020
My Commission Expires
September 28, 2004
State of Utah

Carol M Murahashi
Notary Public

My commission expires: 9-28-04

WITNESS my hand on this the 12 day of ~~April~~ May, 2003.

Susanne J (Spurr) Green
SUSANNE J. (SPURR) GREEN

STATE OF UTAH
COUNTY OF SALT LAKE

On this the 12th day of May, 2003, before me, Tammy Card, a Notary Public in and for said State, appeared SUSANNE J. (SPURR) GREEN, to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and acknowledged that she executed same as and for her own free act and deed.

Tammy J. Card
Notary Public

My commission expires: 6.21.03

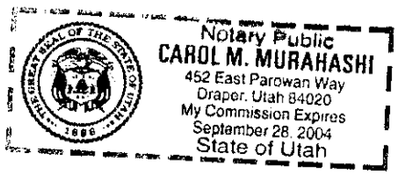
THIS TRANSACTION IS EXEMPT FROM TAX UNDER TENNESSEE CODEANNOTATED SECTION 67-4-409(a)(3)(F), which provides that no transfer tax shall be levied on the transfer of any real estate where such is a transfer of real estate to a revocable living trust.

STATE OF UTAH
COUNTY OF SALT LAKE

The actual consideration for this transfer is $0.00

GRANTEE:

Wayne F Green
**WAYNE F. GREEN, Trustee**
**WAYNE F. GREEN LIVING TRUST u/a/d May 14, 2002.**




Subscribed and sworn to before me this 9th day of May, 2003.

Carol M Murahashi
Notary Public:

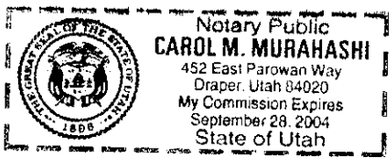
My Commission Expires: 9-28-04

STATE OF UTAH
COUNTY OF SALT LAKE

The actual consideration for this transfer is $0.00

GRANTEE:

Linda L. Kelley
**LINDA L. KELLEY, Trustee**
**WAYNE F. GREEN LIVING TRUST, u/a/d May 14, 2002.**




Subscribed and sworn to before me this 9th day of May, 2003.

Carol M Murahashi
Notary Public:

My Commission Expires: 9-28-04

| Address New Owner as Follows: | Send Tax Bills to: | Deed |
|---|---|---|
| Wayne F. Green, Trustee<br>Wayne F. Green Living Trust<br>371 Seventh Avenue<br>Salt Lake City, UT 84103 | Wayne F. Green, Trustee<br>Wayne F. Green Living Trust<br>371 Seventh Avenue<br>Salt Lake City, UT 84103 | Deed Book _____, Page ____, Register of Deeds Davidson County |

129B/1461

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SUSANNE JANE (SPURR)GREEN )

VS. ) NO. 84D-47

WAYNE FRANCIS GREEN )

EXHIBIT A

FINAL DECREE

This cause came to be heard on the 17th day of April, 1984, at 9:00 A.M. in the Second Circuit Court for Davidson County, Tennessee, before the Honorable Harry S. Lester, Judge; upon the original petition for divorce filed by the plaintiff along with a Property Settlement and Child Custody Agreement between the parties, plaintiff's testimony, and the whole record in this cause from all of which the Court finds that the complainant should be awarded an absolute divorce from the defendant on the grounds of irreconcilable differences that the costs of this cause should be adjudged against the defendant and, that the Property Settlement and Child Custody Agreement presented to the Court is hereby approved by the Court and is in words and figures as follows:

"PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT"

WHEREAS the parties hereto are presently man and wife but have reached the point of irreconcilable differences in their marriage and do desire to enter into a full and fair and equitable Property Settlement and Child Custody Agreement disposing of all marital issues;

NOW, THEREFORE, the wife, Susanne Jane (Spurr)Green and the husband, Wayne Francis Green, hereinafter referred to as the wife and husband respectively, do agree as follows:

1. THe wife shall have the full care, custody and control of the minor children of the parties with reasonable rights of visitation reserved to the husband and with the understanding that the wife shall continue to consult with the husband in respect to the care and control of the minor children of the parties and with respect to major decisions regarding them as well as with the understanding that the husband will continue to take an active role in their up bringing and activities and that visitation shall be encouraged rather than discouraged or made difficult.

2. It is agreed that the husband shall initially pay $75.00 per week per child as child support beginning immediately upon

execution of this agreement and continuing so long as said children are continuing their education up to a limit of a four (4) year college education. It is further agreed that said child support shall be adjusted annually beginning with June of each year by applying thereto the cost of living index for the preceeding year which terminated in December. Said payments shall be made directly to the wife with the husband being responsible for maintaining his cancelled checks and/or receipts as proof thereof. Said paymetns shall continue to be made (as they are now being made in arrears).

3. It is agreed that the wife shall have the right to the use and occupancy of the home of the parties located at 2200 Dearborn Drive, Nashville, Davidson County, Tennessee; however it is further agreed that the husband shall continue to make the house payments so long as the wife shall be unmarried; however this obligation of the husband and the maintenance obligation shall be suspended during any period the wife shall be remarried to another and shall be reinstated upon the termination of such remarriage. This also applies to maintenance including those payments for taxes and insurance that are included in the payment and it is agreed that the parties shall share in the maintenance and upkeep on said home with the husband paying a percentage of such upkeep and maintenance equal to a factor computed by dividing the husband's net annyal income (net annual income equals gross income less taxes and social security)divided by the sum of the wife's net income and the husband's net income for the same year (for example repairs to be made in 1985 would be based on the income tax figures for 1984). It is further agreed that title to the said home shall remain in both names resulting in the parties being tenants in common subsequent to the entry of the final decree of divorce; however it is specifically agreed that the husband shall not have the right to force the sale of said property for the purposes of partition and the husband waives any right he might otherwise have to bring a suit in law or chancery for such purposes. Neither husband nor wife shall have the power to assign or alienate their separate interest in said real property without the other.

It is further agreed that should the wife, at any time, wish to sell said home, the net proceeds shall be divided equally; and

it is further agreed that, at the time the wife shall die, the limitations or qualifications hereinabove placed upon the husband's statis as a tenant in common, shall cease to exist and he shall thus have a right to have the house sold and to receive one-half (1/2) of the net equity.

4. It is further agreed that the husband shall be responsible for the medical and dental expenses of the minor children of the parties during their minority and while each is actively pursuing a four year college education.

5. It is further agreed that the husband shall continue to carry his current life insurance program (aggregating $250,000) with the wife as beneficiary of the same during the minority of the children and so long as either of them is continuing to actively pursue a four year college education and it is further agreed that the husband shall thereafter continue to carry a One Hundred Thousand Dollar term life insurance policy on his life with the wife as the beneficiary thereof until such time such policy is no longer renewable because of age or until such time as one or the other shall die.

6. It is agreed that the husband shall be responsible for paying a portion of the children's tuition, room, board, books, laboratory fees and other fees for a four year college education for each child with the husband's portion being a percentage derived by dividing his annual net income, as hereinabove defined, (for the preceeding year) be the sum of his net income plus his wife's net income for the preceeding year. It is further agreed that the wife shall be responsible for paying the balance of such expenses. In event the parties do not agree on the basis of the above, then the husband shall pay the equivalent for such items (100% of them) at the equivalent cost of those items being then currently charged at UTK at Knoxville and the choice of schools and payment of the balance shall be by the wife.

7. It is agreed that the parties have already divided their household furnishings and furniture in a manner satisfactory to each and each agrees not to make a claim against their opposite with regard to such household furnishings and furniture.

8. It is agreed that the husband shall retain all right, title and interest in his IRA and likewise the wife shall retain all right, title and interest in her IRA.

8. (a) It is agreed that the parent with the largest taxable income shall use the children as tax deductions and savings will be split equally.

9. It is agreed that each of the parties shall have that

portion of the savings of the parties that each is entitled to.

10. It is agreed that the wife shall retain the 1981 Mazda GLC automobile which is presently in the husband's name and that, concurrent with the execution of this agreement the husband shall transfer the title thereto to the wife for her sole and separate estate.

11. It is agreed that the husband shall retain the 1981 Buick Regal and that, if necessary, the wife shall execute any instrument the husband may require with regard to vesting any interest which she might otherwise have or claim, in the husband for his sole and separate estate.

12. It is agreed that the husband shall retain the Hummel figurines, his tools and his guns.

13. It is agreed that the husband's interest in any real or personal property he has inherited or shall inherit from his family, including, but not limited to, any and all distributions from his mother's estate, shall remain his sole and separate estate.

14. It is further agreed that based upon the terms of the agreement as set forth above and upon the parties comparative net incomes (the wife nets, take home pay of approximately $762.00 per month and the husband has a net take home pay of approximately $2,600. per month) the wife agrees that she will not be awarded any alimony in futuro; however is is further agreed that the wife does not waive her right to alimony in futuro and that should there be a change of circumstances so as to substantially and negatively influence the wife's ability to live in accordance with the standards to which she has become accustomed, the parties agree that the wife shall have the right to petition the Court to award her periodic alimony in futuro as if she had been awarded alimony in futuro in the divorce decree between the parties.

15. It is further agreed that the husband shall pay the filing fee, the Court costs and attorneys fees (computed at the rate of $100.00 per hour, with six (6) hours used through the date of December 1, 1983).

16. Each of the parties hereto agrees that he or she has fully read the foregoing instrument, understands the meaning thereof and each by his or her signature below acknowledges that this agreement

is a full, fair and equitable settlement of all marital issues and that he or she executed the same without any coercion or undue influence and as his or her own free act and deed.

s/Susanne Jane (Spurr)Green
SUSANNE JANE (SPURR)GREEN

s/Wayne Francis Green
WAYNE FRANCIS GREEN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for the aforesaid State and County, the within named, SUSANNE JANE (SPURR) GREEN, and after fully reading the foregoing has executed the same for the purposes contained therein.

WITNESS my hand and official seal on this the 5th day January, 1984.

s/Marie B. Cummings
NOTARY PUBLIC

My Commission Expires: January 19, 1986.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for the aforesaid State and County, the within named, WAYNE FRANCIS GREEN, and after fully reading the foregoing and attached Property Settlement and Child Custody Agreement, has executed the same for the purposes contained therein.

WITNESS my hand and official seal on this the 5th day of January, 1984.

s/Marie B. Cummings
NOTARY PUBLIC

My Commission Expires: January 19, 1986.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are perpetually dissolved and that the complainant is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person on the grounds of irreconcilable differences, and, that the costs of this cause are ADJUDGED against the defendant, for all of which let execution issue if necessary.

It is further ORDERED, ADJUDGED and DECREED that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of

property rights and child custody rights between the parties and the Property Settlement and Child Custody Agreement set forth above is therefore in all things ratified and approved by the Court, and the same is ORDERED, ADJUDGED and DECREED as though DECREED separately.

ENTERED THIS 17 DAY OF April, 1984.

Harry S. Green
JUDGE

APPROVED FOR ENTRY:
DOAK & HOLLAND

John G. Doak
BY: JOHN G. DOAK, ATTORNEY FOR PLAINTIFF
2740-A OLD LEBANON ROAD
NASHVILLE TN 37214 889-1112

Docket No. 84D-47 Minute Book 129B / page 1461

## STATE OF TENNESSEE

*I,* GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SUSANNE JANE (SPURR) GREEN *Plaintiff, and* WAYNE FRANCIS GREEN *Defendant, as same remain of record in said Court.*

going

day

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 13 *day of* July *in the year one thousand nine hundred and* eighty-four *and in the* 209 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* Knight, *D. C.*

Form #GR-117