THIS INSTRUMENT WAS PREPARED BY THOMAS K. BOWERS, ATTORNEY AT LAW, P.O. BOX 140256, NASHVILLE, TN 37214-0256

ADDRESS OF NEW OWNER(S):	SEND TAX BILL TO:	MAP-PARCEL NUMBERS:
GERALD DONALD DAVIS 905 MARKET SQUARE COURT HERMITAGE, TN 37076	SAME	Map 086-08-0 Parcel 094.00

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, Sheila Marie Davis, do hereby quitclaim and convey unto Gerald Donald Davis all my right, title and interest in the following described tract or parcel of land located in Davidson County, Tennessee, and more particularly described as follows:

Being Lot No. 362 on the Plan of Phase 1, Camden Woods, of record in Book 8598, Page 934, Register's Office for Davidson County, Tennessee.

Being the same property conveyed by deed in Book 6900, Pages 697 & 698, Registers Office for Davidson County, Tennessee.

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

IN WITNESS WHEREOF, I have hereunto set my hand on the 29th day of August,2003.

Sheila Marie Davis
SHEILA MARIE DAVIS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

This transfer is made pursuant to a Marital Dissolution Agreement which is to be incorporated in a Decree of Divorce in the Circuit Court of Davidson County, Tennessee.

Sheila M. Davis
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 29th DAY OF AUGUST, 2003.

Jan Lein Gossett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-30-05

This land is improved property known as 905 Market Square Court, Hermitage, Tennessee 37076.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, the undersigned, a Notary Public in and for the said State and County, the within named Sheila Marie Davis, the bargainor, with whom I am personally acquainted and who, upon oath, acknowledged he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 29th day of August, 2003.

Jan Lein Gossett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-30-05

Davidson County DEEDQC
Recvd: 09/24/03 08:01 12pgs
Fees:62.00 Taxes:0.00

20030924-0140978

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2003 SEP -3 PM 4:24

RICHARD R. ROOKER, CLERK

B. Rawls D.C.

SHEILA MARIE DAVIS, **Plaintiff/Wife,**	)	
	)	**CASE NO. 03D-1220**
GERALD DONALD DAVIS, **Defendant/Husband.**	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 3rd day of September, 2003, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's petition for an absolute divorce on the grounds of irreconcilable differences, upon the testimony of the Wife, and upon the entire record herein, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage as entitles them to an absolute divorce.

IT IS THEREFORE OREDERED, ADJUDGED AND DECREED that the Wife be and hereby is awarded an absolute divorce from the Husband on the grounds of irreconcilable differences, T.C.A. section 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties, respecting the issue of division of assets and debts, have by written agreement made for the equitable settlement of all rights and property between them. The Court hereby approves the Marital Dissolution Agreement and same is copied herein verbatim as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2003 SEP -3 PM 4:24
RICHARD R. ROOKER, CLERK
B Rawls D.C.

SHEILA MARIE DAVIS,
Plaintiff/Wife,

vs.

GERALD DONALD DAVIS,
Defendant/Husband.

Case No. 03D-1220

MARITAL DISSOLUTION AGREEMENT

1. WHEREAS, SHEILA MARIE DAVIS, hereinafter referred to as the "Wife", and GERALD DONALD DAVIS, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken;

2. WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause;

3. WHEREAS, the parties have no minor children.

4. WHEREAS, the Parties own real property in Davidson County, Tennessee and have some items of personal property.

NOW THEREFORE, in consideration of the mutual promises and covenants contained therein, the parties agree as follows:

I. NO INTERFERENCE

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE

It is agreed by and between the parties that the Wife shall proceed to obtain a divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY

It ia agreed by and between the parties that the Wife is hereby awarded all of her personal effects, as well as, the mauve sofabed and loveseat, 27" television and stand, Technic stereo system & stand, rocker & ottoman, 2 CD racks & CD's, VCR cabinet, 2 gold utility stands in master bathroom, healthmore vacuum cleaner, white utility stand, treadmill, stepper, exercise bike, gold miscellaneous stand in second bedroom, Hamilton Breadman breadmaker, round table in master bedroom, round redwood table in foyer, black portable file stand, white four tier stand and white utility stand in bonus room. Any claim or interest of the Husband in said personal property is divested from him and vests entirely in the Wife.

It is agreed by and between the parties that the Husband is hereby awarded all personal property in his possession except for the property which is awarded to the Wife listed above. Any claim or interest of the Wife in said personal property is divested from her and vests entirely in the Husband.

The Husband shall purchase for the Wife replacement furniture for 2 complete bedroom suites and a dinette set at values comparable to the 2 complete bedroom suites and dinette set currenlty in the marital residence.

The Husband owns a certain 2003 Lincoln. Any claim or interest fo the Wife in said vehicle is divested from her and vests entirely in the Husband.

The Wife owns a certain 1999 Blazer. Any claim or interest of

the Husband in said vehicle is divested from him and vests entirely in the Wife. Wife shall indemnify the Husband and hold him harmless therefrom any debt or liability respecting said vehicle.

The Husband has a 401K Plan through his employer. Said 401K Plan is hereby awarded to the Husband. Any claim or interest of the Wife in said 401K plan is divested from her and vests entirely in the Husband.

The Wife has a 401K Plan through her employer. Said 401K Plan is hereby awarded to the Wife. Any claim or interest of the Husband in said 401K pLan is divested from him and vests entirely in the Wife.

The Wife has a Fidelity account. Said Fidelity account is hereby awarded to the Wife. Any claim or interest of the Husband in said 401K pLan is divested from him and vests entirely in the Wife.

IV. REAL PROPERTY

The Parties own a real property located at 905 Market Square Court, Hermitage, Tennessee 37076 and more particularly described as follows:

Being Lot No. 362 on the Plan of Phase 1, Camden Woods, of record in Book 8598, Page 934,

Register's Office for Davidson County, Tennessee.

Being the same property conveyed by deed in Book 6900, Pages 697 & 698, Registers Office

for Davidson County, Tennessee. Map 086-08-0 Parcel 094.00.

Wife has a marital interest in the equity in said real property in the amount of $76.000.00. Husband has already paid to the Wife the sum of $25,000.00 for part of her equity in said real property. Said property is hereby awarded to the Husband subject to a real property lien in the amount of $51,000.00 in favor of the Wife as further expressed below. Wife shall file a certified copy of this document with the Register of Deeds for Davidson County, Tennessee, and this

document shall serve as validly recorded lien against said real property in the amount of $51,000.00. Husband shall pay to the Wife in satisfaction of said lien the sum of $51,000.00 in installments of $850.00 per month for 5 years for the balance of her part of the equity in said real property, beginning on July 1, 2003 and on the 1st day of each month thereafter for the next 59 months. Wife shall release said lien at any time the Husband has paid to her the full amount of the lien. Husband shall indemnify the Wife and hold her harmless from any debt, mortgage, utility or any other liability respecting real property. In the event the Husband has not fully paid off the two existing mortgages within 5 years after the date of the final decree in this cause, the Husband shall refinance either or both of said mortgages to remove Wife's name from any mortgage liability on said real property.

V. MARITAL DEBTS

It is agreed by and between the parties that, unless this agreement otherwise specifies, each party shall be solely responsible for all debts in his or her own names and shall indemnify and hold the other party harmless therefrom. Husband shall pay all credit card bills in either his name or in joint names of the parties.

VI. NO FURTHER ENCUMBRANCES

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

VII. ATTORNEY FEES

It is agreed by and between the parties that each shall pay their own attorney fees, if any.

VIII. COURT COSTS

It is agreed by and between the parties that the court costs in

this action shall be taxed to the Husband.

IX. FURTHER NECESSARY ACTS

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

X. ESTATE WAIVER

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor/ix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XI. ENTIRE AGREEMENT

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XII. ENFORCEMENT

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XIII. NO OTHER ASSETS

The parties acknowledge that there are no other assets (including but not limited to retirement plans, pensions or savings) owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XIV. NO UNDUE INFLUENCE

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XV. SEVERABILITY

In the event that any provision of this Agreement shall be invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XVI. AFTER-ACQUIRED PROPERTY

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may

acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XVII. COUNSEL OF RECORD

Upon entry of the Final Decree of Divorce in this cause, any attorney of record shall be released from any further representation of his/her respective client and shall no longer be held as surety for subsequent court costs.

XVIII. WAIVER OF SERVICE OF PROCESS

It is agreed by and between the parties that service of process on the Husband be waived.

GERALD DONALD DAVIS, HUSBAND

Sheila M. Davis
SHEILA MARIE DAVIS, WIFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, GERALD DONALD DAVIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 2nd day of September, 2003.

My Commission Expires: 7-30-05

NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY appeared before me, SHEILA MARIE DAVIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 29th day of August, 2003.

My Commission expires: 7-30-05

NOTARY PUBLIC

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the provisions of said Marital Dissolution Agreement are made the judgment of the Court.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the final costs of this cause are assessed against the ~~Wife~~ Husband, for which execution may lie if necessary.

ENTER THIS THE 3RD DAY OF SEPTEMBER, 2003.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Thomas K. Bowers #13723
Attorney for Plaintiff/Wife
2821 Lebanon Road, Suite 204
Nashville, TN 37214
(615)889-2820

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing **INSTRUMENT**, via U.S. Mail, postage pre-paid, on this the 3rd day of September, 2003, as follows: Gerald Davis, Husband, pro se, 905 Market Square CT, Hermitage, TN 37076 and to Sheila Davis, Wife, 905 Market Square Ct, Hermitage, TN 37076.

Thomas K. Bowers

STATE OF TENNESSEE

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 03 day of SEPTEMBER , 2003 , in the Case Number 03D1220 between DAVIS, SHEILA MARIE PHILLIPS Plaintiff, and DAVIS, GERALD DONALD Defendant, as same remains of record in Vol. 5494 , Page 1246695 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 18 day of SEPTEMBER in the year two thousand three and in the 227th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

