THIS INSTRUMENT PREPARED BY:
Forsythe Title and Escrow Services
113 Shivel Drive
Hendersonville, TN 37075

Davidson County DEEDWARR
Recvd: 10/12/06 09:27 13 pg
Fees:68.00 Taxes:240.50
20061012-0126718

Our File Number: 25297R

MAP/GROUP/PARCEL: 081-03-0-268.00

NEW OWNER'S NAME AND ADDRESS:
RANDY BAKER & VELISA BAKER
4945 DARLINGTON DRIVE
Nashville, TN 37211

SEND TAX BILLS TO:
New Owner

WARRANTY DEED

FOR GOOD CONSIDERATION, the receipt of which is hereby acknowledged, VALERIE LANDRUM and VELINDA LANDRUM and VONDA SPARKS and VELISA BAKER, hereinafter called Grantors, do hereby transfer and convey unto, RANDY BAKER and VELISA BAKER, husband and wife, their heirs and assigns, hereinafter called Grantees, property described as follows:

LAND in Davidson County, Tennessee, being Lot No. 40, on the Plan of Noel's Plan of Subdivision of Lot No. 23 in Owens Buena Vista tract, as shown on plat of record in Plat Book 57, page 69, in the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Said Lot No. 40 fronts 50 feet on the westerly side of Owen Street and runs back between parallel lines 150 feet to an alley.

The subject property is improved property known as 2103 OWEN STREET, NASHVILLE, TN 37208.

BEING the same property conveyed to The Julius D. Landrum and Mary E. Landrum Revocable Living Trust in Instrument No. 20001012-010316, Register's Office for DAVIDSON County, Tennessee. Julius D. Landrum died on December 7, 2005, and Mary E. Landrum died on October 12, 2002.

Per the Release and Agreement of Heirs said property passed to the four (4) children of Julius D. Landrum. See Attached Exhibt A.

TO HAVE AND TO HOLD the said tract or parcel of land, with appurtenances, estate, title, and interest thereto belonging to said grantees. Grantors covenant with Grantees that they are lawfully seized and possessed of said land in fee simple, possessing a good right to convey it,

and that the said land is unencumbered, except for current taxes, and restrictions and easements of record.

GRANTORS further covenant and binds themselves, their heirs, successors, and representatives to warrant and defend the title to the said land to Grantees, their heirs, successors, and assigns against the lawful claims of all persons whatsoever.

Valerie Landrum
VALERIE LANDRUM

STATE OF TENNESSEE
COUNTY OF Davidson

PERSONALLY appeared before me, the undersigned authority, VALERIE LANDRUM, with whom I am personally acquainted, and who acknowledged that he/she executed the foregoing instrument as a free act and deed and for the purposes therein contained.

DONE at offices in Nashville, Tennessee on this the 28 day of September, 2006.

Kate Rosenthal
NOTARY PUBLIC
MY COMMISSION EXPIRES:

KATE ROSENTHAL NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENNESSEE
MY COMMISSION EXPIRES NOV. 14, 2006

Velinda Landrum
VELINDA LANDRUM

STATE OF TENNESSEE
COUNTY OF Davidson

PERSONALLY appeared before me, the undersigned authority, VELINDA LANDRUM, with whom I am personally acquainted, and who acknowledged that he/she executed the foregoing instrument as a free act and deed and for the purposes therein contained.

DONE at offices in Nashville Tennessee on this the 2 day of ~~September~~ October, 2006.

Kate Rosenthal
NOTARY PUBLIC
MY COMMISSION EXPIRES:

KATE ROSENTHAL NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENNESSEE
MY COMMISSION EXPIRES NOV. 14, 2006

Vonda Sparks
VONDA SPARKS

STATE OF TENNESSEE
COUNTY OF Davidson

PERSONALLY appeared before me, the undersigned authority, VONDA SPARKS, with whom I am personally acquainted, and who acknowledged that he/she executed the foregoing instrument as a free act and deed and for the purposes therein contained.

DONE at offices in Nashville, Tennessee on this the 2 day of ~~September~~ October, 2006.

Kate Rosenthal
NOTARY PUBLIC
MY COMMISSION EXPIRES:

KATE ROSENTHAL NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENNESSEE
MY COMMISSION EXPIRES NOV. 14, 2006

VELISA BAKER

STATE OF TENNESSEE
COUNTY OF Davidson

PERSONALLY appeared before me, the undersigned authority, VELISA BAKER, with whom I am personally acquainted, and who acknowledged that he/she executed the foregoing instrument as a free act and deed and for the purposes therein contained.

DONE at offices in Nashville, Tennessee on this the 28 day of September, 2006.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

KATE ROSENTHAL NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENNESSEE MY COMMISSION EXPIRES NOV. 14, 2006

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value whichever is greater for this transfer is $65,000.00.

AFFIANT

Sworn to and subscribed before me, this the 29th day of September, 2006.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

RACHEL NEAL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JULY 25, 2009

Exhibit A

RELEASE AND AGREEMENT OF HEIRS

This **RELEASE AND AGREEMENT OF HEIRS** (hereinafter the "Agreement") is entered into by and between Valerie Landrum, Velinda Landrum, Vonda Sparks and Velisa Baker.

WHEREAS, on October 11, 2000, Julius D. Landrum (SSN [redacted]-6887) and Wife Mary E. Landrum (SSN [redacted]0316) (hereinafter the "Trustors") executed The Julius D. Landrum and Mary E. Landrum Revocable Living Trust Agreement (hereinafter the "Trust"), an accurate and true copy of which is attached hereto as **Exhibit A**;

WHEREAS, the Trust was created to hold all real and personal property owned by the Trustors for the benefit of the Trustors and to provide for the orderly use and transfer of same assets upon the death of the Trustors;

WHEREAS, pursuant to Section 1.01 of the Trust, the "Trust Estate" is defined as all property, transferred or conveyed to the Trust and received by the Trustee;

WHEREAS, the Trustors, by Quitclaim Deed, transferred and conveyed to the Trust all their rights, title and interest in and to that certain tract or parcel of real estate known as 2103 Owen Street, Nashville, Tennessee 37208 (hereinafter the "Family Residence"), and more particular described as:

> Land in Davidson County, Tennessee being Lot No. 40 in Noel's Plan of Subdivision of Lot No. 23 in Owens Buena Vista tract, of record in Book 57, Page 69, Register's Office for said County. Said Lot No 40 fronts 50 feet on the westerly side of Owen Street and runs back between parallel lines 150 feet into an alley. Being the same property conveyed to Julius D. Landrum and Wife, Mary E. Landrum by deed of record in Deed Book 4524, Page 352 in the Register's Office for Davidson County, Tennessee. This is improved property known as 2103 Owen Street;

WHEREAS, Mary E. Landrum died on October 12, 2002, leaving Julius D. Landrum as the surviving spouse who later died on December 7, 2005, accurate and true copies of their death certificates are attached hereto as collective **Exhibit B**;

WHEREAS, pursuant to Section 9.01 of the Trust, Velinda Landrum is the active Trustee of the Trust;

WHEREAS, at the time of Julius D. Landrum's death he had a total of four (4) children, Valerie Landrum, Velinda Landrum, Vonda Sparks, and Velisa Baker;

WHEREAS, pursuant to Section 4 of the Trust, upon the death of the second Trustor (or Julius D. Landrum), the Trustee was instructed to divide the Trust Estate equally between Julius D. Landrum's children who were unmarried at the time of his death;

WHEREAS, Valerie Landrum and Velinda Landrum were the only unmarried children of Julius D. Landrum's at the time of his death;

WHEREAS, on May 12, 2005, Julius D. Landrum executed the Last Will And Testament of Julius D. Landrum (hereinafter the "Will"), thereby directly revoking all prior Wills, Trusts and Codicils made by him, an accurate and true copy of which is attached hereto as **Exhibit C**;

WHEREAS, Valerie Landrum is nominated as Executrix of the Last Will And Testament of Julius D. Landrum, and vested with full power and authority to sell, transfer and convey all of Julius D. Landrum's property, real or personal, which he owned at the time of his death;

WHEREAS, the Will devises and bequeaths all of the real property owned by Julius D. Landrum, including the Family Residence, to his four (4) daughters: Valerie Landrum, Velinda Landrum, Vonda Sparks and Velisa Baker **in equal shares**;

WHEREAS, the Will has not been offered for probate at the time of the making of this Agreement;

WHEREAS, the parties to this Agreement wish to resolve any and all disputes, claims and actions or causes of action, now existing or that may arise in the future, related to title or any interest in the Family Residence, more particularly described above, and release and discharge any and all claims, rights, actions or responsibilities related to the Family Residence by and between them by and through this Agreement;

NOW THEREFORE, for and in consideration of the promises and mutual covenants contained herein and the mutual execution of this Agreement, the parties hereby specifically agree and covenant as follows:

1. The property located at 2103 Owen Street, Nashville, Tennessee 37208, being the same property identified above and below as the Family Residence, shall be divided in four (4) equal shares between the four daughters of Julius D. Landrum and Mary E. Landrum: Valerie Landrum, Velinda Landrum, Vonda Sparks and Velisa Baker;

2. The Family Residence shall be conveyed from the Trustee of the Trust, by Warranty Deed in fee simple, to Velisa Baker and husband, Randy Baker upon the execution of this agreement;

3. By this Agreement, Valerie Landrum, Velinda Landrum and Vonda Sparks each transfers and conveys the entirety of their one-quarter (¼) interest in the Family Residence to Velisa Baker and Randy Baker;

4. In consideration for the transfer and conveyance by Valerie Landrum, Velinda Landrum and Vonda Sparks of their respective one-quarter (¼) interests in the Family Residence, Velisa and Randy Baker shall pay to each of the selling sisters one-quarter (¼) of the

Appraisal Value of the Family Residence, as determined by a professional real estate appraiser, minus the cost of the appraisal and attorney's fees incurred throughout the representation (i.e. $65,000 (appraisal value) - $350.00 (cost of appraisal) = $64,650/4 = $16, 162.50 (respective ¼ interest less cost of appraisal) - ($4195.46/3 or $1,398.3) (attorney's fees owed by each selling sister) = $14,764.20 (payout due each selling sister). It is expressly agreed that each of the three selling sisters (Valerie, Velinda and Vonda) shall have deducted from their ¼ share of the Appraisal Value one-third (1/3) of the total legal fees paid in negotiating this agreement.

5. The Appraisal Value of the Family Residence at the time of the making of this agreement, and as determined by a professional residential real estate appraiser licensed and certified to appraise residential property in Davidson County, State of Tennessee, is Sixty-Five Thousand Dollars and No Cents ($65,000.00), a true and accurate copy of the appraisal is attached hereto as **Exhibit D**;

6. The cost of the appraisal of the Family Residence is Three Hundred Fifty Dollars and No Cents ($350.00);

7. Attorney Michael G. Hoskins, Esq., of the Nashville law Offices of BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ, PC, has been retained to negotiate this agreement and handle matters related the aforementioned Trust and Will;

8. The attorney's fees incurred for the representation of the parties in negotiating this Agreement and other services more specifically defined in Michael Hoskins' July 28, 2006 letter sent to each of the parties, totals Four Thousand One Hundred Ninety Five Dollars and Forty Seven Cents Thousand Seven Hundred Fifty Seven Dollars and Seventeen Cents ($4,195.46);

9. Valerie Landrum, Velinda Landrum and Vonda Sparks are each entitled to payment, in United States legal currency, of Fourteen Thousand Seven Hundred Sixty Four

Dollars and Twenty Cents ($14,764.20) for the transfer of their individual interests in the Family Residence to Velisa and Randy Baker;

10. The parties irrevocably and unconditionally release, remise, and forever discharge the other and each of their respective principals, affiliates, partners, predecessors, successors, assigns, agents, representatives, attorneys and all other persons acting by, through, under or in concert with any of them, from any and all charges, complaints, claims, liabilities, suits, rights, demands, costs, losses, debts, accounts, covenants, actions or causes of action, judgments and expenses, and any other claims related to title to the Family Residence or related to any interest therein, granted either by the Trust or Will, known or unknown, suspected or unsuspected, of every nature, character and description without limitation in law, equity or otherwise, which they, or any person, or entity claiming or purporting to claim by or through them, now have, have heretofore had, or may hereafter at any time have against the other. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, including, but not limited to, those arising out of or connected with the Family Residence or the Trust or Will;

11. The mutual releases herein given shall be and remain in effect as full and complete general mutual releases notwithstanding discovery of any different or additional facts from or in addition to the facts of which any party or its attorneys now are aware with respect to the subject matter of this agreement;

12. The parties hereby represent and warrant to each other that they have not heretofore assigned, transferred or attempted or purported to assign or transfer to any person, firm, corporation or other entity any of the rights, interests or claims which are released and discharged herein;

13. The parties hereby agree that they shall forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action, or proceeding, judicial, administrative or otherwise, or otherwise attempt to collect or enforce any of the claims which are released and discharged herein, specifically, all claims related to the Family Residence;

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. This Agreement shall not be effective as to any party until it has been signed by all parties hereto;

15. The parties agree to execute all documents necessary to out the provisions of the Agreement;

16. This Agreement constitutes the complete and total agreement between the parties, and all prior and contemporaneous agreements between the parties, both written and oral, have been merged into this Agreement;

17. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Tennessee applicable to contracts executed and performed entirely within this State.

This Agreement is made and entered into as of September ___, 2006.

By: VALERIE LANDRUM Date: 9/28/06

Valerie Landrum

By: VELINDA LANDRUM Date: 9/28/2006

Velinda Landrum

By: VONDA SPARKS Date: 10/06/06

By: VELISA BAKER Date: 9/28/06

VALERIE LANDRUM

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared VALERIE LANDRUM to me known, or proved to me on the basis of satisfactory evidence to be the person described herein, and who executed the foregoing instrument, acknowledged that he executed the same as his own free act and deed.

WITNESS my hand and seal at office, on this the 28th day of September, 2006.

Notary Public

PATRICIA ANN ARNOLD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN.

My Commission Expires:

May 23, 2009

VELINDA LANDRUM

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared VELINDA LANDRUM to me known, or proved to me on the basis of satisfactory evidence to be the person described herein, and who executed the foregoing instrument, acknowledged that he executed the same as his own free act and deed.

WITNESS my hand and seal at office, on this the 20th day of September, 2006.

Notary Public

My Commission Expires:

May 23, 2009

PATRICIA ANN ARNOLD
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

VONDA SPARKS

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared VONDA SPARKS to me known, or proved to me on the basis of satisfactory evidence to be the person described herein, and who executed the foregoing instrument, acknowledged that he executed the same as his own free act and deed.

WITNESS my hand and seal at office, on this the 26th day of September, 2006.

Notary Public

DEVIN CHIDESTER STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF KNOX

My Commission Expires:

My Commission Expires March 14, 2010

VELISA BAKER

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared VELISA BAKER to me known, or proved to me on the basis of satisfactory evidence to be the person described herein, and who executed the foregoing instrument, acknowledged that he executed the same as his own free act and deed.

WITNESS my hand and seal at office, on this the 29th day of September, 2006.

Notary Public

PATRICIA ANN ARNOLD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:

May 23, 2009