File No.

QUITCLAIM DEED

Davidson County DEEDQC
Recvd: 02/28/08 12:54 8 pgs
Fees:42.00 Taxes:0.00
20080228-0019740

STATE OF Tennessee

COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $0.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF February, 2008.

Notary Public

MY COMMISSION EXPIRES: 3-7-2011

(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC JAMES C. SMITH DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
Michael J. Mills, Attorney
Athens Title & Escrow LLC
5115 Maryland Way
Brentwood, Tennessee 37027
This instrument was prepared by information furnished by the parties herein.

No Warranty of Title either expressed or implied

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dana Lynn Johnson	Realty Mortgage Corp	146 16
(NAME)	(NAME)	
516 Rochelle Drive	7000 Executive Center Dr	
	Suite 200	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37220	Brentwood, TN 37027	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I,

Dena Lynn Johnson, unmarried

HEREINAFTER CALLED THE GRANTOR(S), DO (ES) HEREBY **QUITCLAIM** , AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Dena Lynn Johnson, unmarried,

HEREINAFTER CALLED THE GRANTEE(S), HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, being Lot No. 913 on the Plan of Brentwood Hall, Section IX, of record in Plat Book 2331, page 92, Register's Office for Davidson County, Tennessee and being more particularly described as follows:

Said Lot No. 913, which is a corner lot, fronts 79.4 feet on the northerly margin of Rochelle Drive and fronts 194.1 feet on the westerly margin of Trousdale Drive, said frontages being joined by a curve having a length of 41.3 feet, and extends back 98.7 feet on the northerly line and 228.9 feet on the westerly line to a point of intersection.

Being the same property conveyed to Dena Lynn Johnson, married by deed from Flora Keith Cawthon Stoker, a single woman, dated October 25, 2001, of record in Instrument Number, 20011103-0120159 Register's Office for said County.

See Divorce Decree Case Number 02D251, file of record in the Clear of the Circuit Court, in Davidson County, Tennessee, Exhibit "A" attached hereto.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

This is improved ☒ property, known as 516 Rochelle Drive, Nashville, TN 37220
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness My hands this 25th day of February, 2008.

Dena Lynn Johnson

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me; the undersigned, a Notary Public in and for said County and State, the within named Dena Lynn Johnson the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the person(s) described herein, and who acknowledge that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand at office this 25 day of February, 2008.

Commission expires: 3.7.2011

JAMES C. SMITH NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Notary Public

CERTIFIED FOR REMOTE FILING:

I, Michael J. Mills, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Michael J. Mills, attorney at law

State of Tennessee:
County of Davidson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael J. Mills, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the named person, and that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, on February 25, 2008

Notary Public James C. Smith

My Commission Expires: March 7, 2011

JAMES C. SMITH NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

File Number: _____

RETURN TO:
Athens Title & Escrow LLC
5115 Maryland Way
Brentwood, Tennessee 37027

Exhibit "A"

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 14 day of AUGUST, 2002, in the Case Number 02D251 between JOHNSON, DENA LYNN SMYTHE Plaintiff, and JOHNSON, RICHARD NEIL Defendant, as same remains of record in 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 22 day of FEBRUARY in the year two thousand eight and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL

By _____ Deputy Clerk

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2002 AUG 14 PM 4:30

RICHARD R. ROOKER, CLERK

B. Rooker D.C.

DENA LYNN SMYTHE JOHNSON,

Plaintiff,

vs.

RICHARD NEIL JOHNSON,

Defendant.

No. 02D-251

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 14th day of August, 2002, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce, statement of counsel and testimony of the Plaintiff in open court, and the entire record in this cause, whereupon it appears to the Court that the Plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties; and further, that the Permanent Parenting Plan has made adequate and sufficient provisions for the custody and support of the minor child of the parties.

The Court further finds that the current address of the parties is as follows: Husband - 303 Kate Street, Madison, Tennessee 37115; Wife - 516 Rochelle Drive, Nashville, Tennessee 37220.

The Court further finds that unless specifically ordered by this Court, the amount of child support set herein shall not be reduced or prorated by either party.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, DENA LYNN SMYTHE JOHNSON, is granted an absolute divorce from the Defendant, RICHARD NEIL JOHNSON, on the ground of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement and Parenting Plan heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court; and further, the Court expressly approves and adopts the Permanent Parenting Plan attached to the Marital Dissolution Agreement as Exhibit "A" and more particularly set out as follows, to wit:

FOURTH CIRCUIT

#020251

FILED

2002 JAN 31 AM 10: 22

RICHARD R. ROBERTS, CLERK

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this the 18 day of January, 2002, by and between **DENA LYNN SMYTH JOHNSON**, hereinafter called "Wife", and **RICHARD NEIL JOHNSON**, hereinafter called "Husband":

WITNESSETH:

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable and hereby acknowledge that a divorce action is pending under the style of Johnson v. Johnson, Docket No. ___ ___ in the ___ Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. Section 36-4-101;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties are the parents of three (3) minor children: Sarah Elizabeth Johnson, date of birth 10/25/91; Katherine Leigh Johnson, date of birth 2/16/95; and Rachel Grace Johnson, date of birth 11/11/96. Provision for the residential care and support of these minor children is made in the Parenting Plan appended hereto and made part hereof by reference.

2. The parties own no real property jointly. The wife has purchased a residence in Davidson County, Tennessee, known as 516 Rochelle Drive, Nashville, Tennessee 37220 during the parties' separation. The Husband's name is not on the deed to said property, and he disclaims any and all interest in said property in favor of the Wife, and agrees that he will execute any and all documents necessary to evidence this agreement. The Wife shall assume any and all liability for the mortgages and liens appearing of record on said property, and shall hold the Husband harmless therefrom.

3. The parties shall each keep any and all automobiles presently titled in his or her separate names, free and clear of claims of the other spouse. Each party shall assume and hold the other party harmless from, any and all indebtedness upon their respective vehicles. The Wife shall keep the 1995 Mitsubishi Galant and the Husband shall keep the Isuzu Rodeo vehicle.

4. Each party shall keep any and all bank accounts appearing in his or her separate name. The Wife shall receive the parties' joint bank account, and the Wife shall remove the Husband's name therefrom. Each party shall keep any and all pension, retirement or other accounts accrued by virtue of his or her employment, and makes no claim upon such accounts of the other spouse.

5. The Husband shall pay directly to the Wife, one-half of the monthly payment due upon the parties' debt consolidation loan for their credit cards, in the amount of $94.50 per month, until said loan is paid in full. The parties agree that this reimbursement is in the nature of support for the Wife and children and shall not be dischargeable in any proceeding under Title 11, United States Code, for bankruptcy or reorganization.

6. Each party shall pay his or her own attorney fees in connection with this proceeding. The Wife shall pay the costs of this cause.

7. If in the connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending upon whether the deficiency arose out of the individual income, deduction, or mis-reporting of one or the other party and if so, to that extent. The parties agree to hold one another harmless for any and all amounts determined to be due and owing to the Internal Revenue Service under this paragraph, as well as any costs reasonably incurred to defend a return or representation at any audit of any return filed jointly by the parties.

8. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

9. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

10. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's rights

to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

11. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of each party from all other obligations to support the other party and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by the wife and the husband, or any property that either of them may acquire in the future.

12. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

13. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. It is further understood and agreed by and between the parties that this Marital Dissolution 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.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Dena Lynn Smythe Johnson 8/14/02

DENA LYNN SMYTHE JOHNSON

Richard Neil Johnson 8/14/02

RICHARD NEIL JOHNSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named DENA LYNN SMYTHE JOHNSON, who acknowledged that she executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 4 day of Sept., 2001.

NOTARY PUBLIC

My Commission Expires: 7/27/02

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named RICHARD NEIL JOHNSON, who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 15 day of January, 2002.

NOTARY PUBLIC

My Commission Expires: 7/27/02