Davidson County DEEDQC
Recvd: 11/26/08 12:59 9 pgs
Fees:47.00 Taxes:0.00
20081126-0115865

This instrument prepared by:

Brian O. Bowhan, Attorney
4741 Trousdale Drive #118
Nashville, TN 37220

New owner's address:
Tim Campbell
2223 Lindell Avenue
Nashville, TN 37204

Send tax bills to:
Same

Map-parcel numbers:
Map 105.14
Parcel 140

QUITCLAIM DEED

FOR AND CONSIDERATION of the sum of ONE AND NO/100 DOLLARS ($1.00) cash in hand paid, the receipt of which is hereby acknowledged, the undersigned, Mari Lynn Yadro Campbell, hereinafter referred to as GRANTOR, has this day bargained and sold and does hereby convey and quitclaim any interest that she may have unto Tim Campbell, hereinafter called GRANTEE, her heirs and assigns, forever, all of her right, title and interest in and to grantee, subject to the reservation state below, a certain parcel of real estate located in Nashville, Davidson County, Tennessee, to wit:

> BEING all of lot No. 18 of Block 20 in the plan of Yarbrough's Subdivision of Woodland, as shown by plat and survey of record in Plat Book 161, Page 87 and 104, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.
>
> Being the same property conveyed to Tim Campbell, a/k/a Timothy Campbell, by deed from Tim Campbell and Robert C. Campbell in Book 10885, Page 115, Register's Office for said County.
>
> This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, easements and rights-of-way for public utilities of record.

This is improved property commonly known as 2223 Lindell Avenue, Nashville, TN 37204.

This legal description is the same as the previous deed of record.

This conveyance is made subject to a lien on above described property as referenced between the parties in a Marital Dissolution Agreement entered into by the parties pursuant to the property settlement in their divorce in the Circuit Court for Davidson County, Tennessee, Docket#08D-1991 at page 2, paragraph 3 and 4. (Said agreement as attached as Exhibit 1).

Witness my hand this 6th day of November, 2008.

Mari Lynn Yadro Campbell

Mari Lynn Yadro Campbell

The actual consideration of value, whichever is greater, for this transfer is $0.

ACKNOWLEDGMENT

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, MARILYN A. BYRD, a Notary Public in and for said County and State, Mari Lynn Yadro Campbell, the within named bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), whom acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of November, 2008.

Marilyn A. Byrd My commission expires: 3-21-09.
Notary Public

MARILYN A. BYRD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

AFFIDAVIT

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

This transfer is in implementation of a property settlement agreement between divorcing parties.

Mari Lynn Yadro Campbell

Mari Lynn Yadro Campbell

Subscribed and sworn to before me this 6th day of November, 2008.

Marilyn A. Byrd My commission expires: 3-21-09.
Notary Public

MARILYN A. BYRD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Copy

FILED

2008 SEP 30 PM 12:24

RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MARI LYNN YADRO CAMPBELL PLAINTIFF, V. TIMOTHY PAUL CAMPBELL DEFENDANT.	]]]]]	No. 08D-1991

FINAL DECREE OF DIVORCE

This cause came to be heard this 30th day of September 2008, before the **Honorable Muriel Robinson**, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Amended Complaint for Divorce filed by the Plaintiff; Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff and upon the entire record, the Court finds that the parties have suffered irreconcilable differences in their marriage:

It is Therefore, ORDERED, ADJUDGED, AND DECREED that the Plaintiff, MARI LYNN YADRO CAMPBELL, is hereby awarded an absolute divorce from the Defendant, TIMOTHY PAUL CAMPBELL, on the grounds of irreconcilable differences, T.C.A. Sections 36-4-101(11) and 36-4-103 and she is hereby restored to all the rights and privileges of an unmarried person;

The Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the said is hereby incorporated in words and figures as follows:

EXHIBIT 1

Copy

FILED

2000 SEP 12 PM 12:12

RICHARD R. BOOKER, CLERK

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

MARI LYNN YADRO CAMPBELL,
Plaintiff,

vs.

TIMOTHY PAUL CAMPBELL,
Defendant,

NO. 98D-1991

MARITAL DISSOULUTION AGREEMENT

This agreement is made and entered into on the date hereinafter recited by and between MARI LYNN YADRO CAMPBELL, hereinafter referred to as "WIFE" and TIMOTHY PAUL CAMPBELL, hereinafter referred to as "HUSBAND", subject to the following terms and conditions:

WITNESSETH:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and,

WHEREAS, the parties have suffered certain "irreconcilable differences" of their marriage resulting in their marriage relationship becoming irretrievably broken with no apparent possibility of reconciliation and the parties are now living apart; and,

WHEREAS, the parties desire to enter into this Agreement, not out of levity or by collusion, but to amicably and finally settle their differences with respect to property rights, not only for now, but for the future, it being the intention that such contract will be effective with respect to all of their property irrespective of whether a divorce is finally concluded between the parties; and,

WHEREAS, the parties intend to tender this Agreement to the Court for its approval and ratification in the event a divorce is granted in this cause,

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Both parties agree to waive any and all rights to alimony.
2. That the Wife's name be restored to her maiden name of Mari Lynn Yadro.

Copy

3. The parties stipulate that the real property located at 2223 Lindell Avenue, Nashville, Tennessee, is property purchased prior to the marriage, but the parties stipulate that there is equity in said property. Said real estate is currently on the market for sale. Wife will hold a lien on said property until property settlement payment is fully satisfied, property described as follows, to wit:

> BEING all of lot No. 18 of Block 20 in the plan of Yarbrough's Subdivision of Woodland, as shown by plat and survey of record in Plat Book 161, Page 87 and 104, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.
>
> Being the same property conveyed to Tim Campbell, a/k/a Timothy Campbell, by deed from Tim Campbell and Robert C. Campbell in Book 10885, Page 115, Register's Office for said County.
>
> This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, easements and rights-of-way for public utilities of record.

Wife will execute, acknowledge and deliver to Husband a Quitclaim deed conveying all of Wife's right, title, and interest in the real property to Husband when the following contingency has been met:

4. If the real estate sells, Husband agrees to pay to Wife the sum of eight thousand dollars ($8,000). Payment is due and payable in certified funds on the closing of said real estate. In the event Husband's real estate is not sold and conveyed by September 1, 2009, Husband agrees that the $8,000 shall be increased to $8,400 and agrees to begin payments in increments of three hundred and fifty dollars ($350.00) per month. The first payment is due and payable on September 15, 2009 and continuing on the 15th day of each month through August 2011. Said amount shall bear no interest unless Husband is late on any payment; thereupon interest shall accrue on the unpaid principal at 12% per annum. Neither Husband nor Wife have any other interest of any kind in any other real estate.

5. In the event it becomes 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.

Copy

6. Each party acknowledges that this is a sufficient, fair and equitable settlement of all the property rights between the parties.

7. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement of property rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support the Wife, and a discharge from all other claims arising out of their marital relationship, and that each hereby 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 or 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 Husband and Wife, or any property that either of them may acquire in the future.

8. 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 that if either shall be compelled to pay any further debt for the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

9. This Marital Dissolution Agreement shall be binding upon and inure to the benefit of the parties hereof, their personal representatives, heirs, and assigns.

10. Husband accepts the provisions of this Marital Dissolution Agreement in full and final settlement of all claims and demands for support or maintenance for himself and fully discharges Wife from all such claims and demands.

11. Each of the parties will execute and deliver to the other party any document that may be reasonably required to accomplish the intent of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with force and effect as shall be necessary to effectuate the terms of this Agreement.

12. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any

Copy

reason not herein stated. Each party acknowledges that they have read this Marital Dissolution Agreement, that it is sufficient, fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

13. The Husband acknowledges that this Agreement is made in reference to the divorce which will be filed in the above-named Court and Husband knowingly and freely waives filing an answer in this action, and this Agreement is signed by his hand in lieu of service of process.

14. Husband and Wife each acknowledge that this Agreement is entered into after a full disclosure by the other of all financial and other information relative to his or her and their joint income, debts, and ownership of property.

15. Husband acknowledges that Brian O. Bowhan represents Wife, and not Husband; that he understands that he has the right to be represented by his own counsel now, or at any time during this divorce proceeding; and that he is not relying upon any representations or advice by Brian O. Bowhan in entering into this Agreement, that he has received no legal advice from Brian O. Bowhan, and that he does not want to rely upon any legal representation from Brian O. Bowhan.

16. Any process in any action or proceeding commenced in the courts of the State of Tennessee or elsewhere having competent jurisdiction of both the subject matter and of the persons and arising out of this Agreement, that among other methods each party may be served by delivering or mailing the same, via registered or certified mail addressed to the other party at the address first above written or such other address as may be designated by either party in writing and delivered to the other party. Any such delivery or mail service shall be deemed to have the same force and effect as personal service with the State of Tennessee or the jurisdiction in which such action or proceeding may be commenced.

17. If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this agreement shall remain in full force and effect.

18. The parties agree that the effective date of this agreement is to be the date it is executed by the last to sign.

Copy

IN WITNESS WHEREOF, the parties have set their signatures.

8/20/08
DATE

Timothy Paul Campbell
TIMOTHY PAUL CAMPBELL

8/20/08
DATE

Mari Lynn Yadro Campbell
MARI LYNN YADRO CAMPBELL

STATE OF TENNESSEE]
COUNTY OF Davidson]

AFFIDAVIT

On this 20th day of August, 2008, personally appeared TIMOTHY PAUL CAMPBELL, to be known to be the person whom executed the foregoing instrument and acknowledge that he executed the same as the free act and deed of said TIMOTHY PAUL CAMPBELL.

N Burton
Notary Public
My Commission Expires: 3/10/2012

NICOLE BURTON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE]
COUNTY OF Davidson]

AFFIDAVIT

On this 20th day of August, 2008, personally appeared MARI LYNN YADRO CAMPBELL, to be known to be the person whom executed the foregoing instrument and acknowledge that he executed the same as the free act and deed of said MARI LYNN YADRO CAMPBELL.

N Burton
Notary Public
My Commission Expires: 3/10/2012

NICOLE BURTON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Copy

It is **ORDERED, ADJUDGED AND DECREED** that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court; It is further ORDERED that the Wife's name be restored to her maiden name of MARI LYNN YADRO.

The Final Costs of this cause will be paid by the Plaintiff for which execution may issue if necessary.

This the 30th day of September, 2008.

Muriel Robinson, Judge

APPROVED FOR ENTRY:

Brian O. Bowhan (BPR#14760)
4741 Trousdale Drive
Suite 118
Nashville, TN 37220
(615) 333-5878
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have placed a copy of the foregoing Final Decree in the United States mail addressed to :

Mr. TIMOTHY PAUL CAMPBELL
2223 Lindell Avenue
Nashville, TN 37204

with sufficient postage to reach its destination on this the 30th day of September, 2008.

Brian O. Bowhan