This transfer is exempt from the Tennessee Real estate according tax pursuant to T.C.A. § 67-4-409(a)(3)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is $-0-

Subscribed and sworn before me this 24th day of February, 2009.

Notary Public – Michael McNulty

My Commission Expires: _____

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

This instrument was prepared by:
Michael J. McNulty
Gordon Law Group, PLC
803 18th Avenue South
Nashville, TN 37203

QUITCLAIM DEED

New Owner(s)	*Send Tax Bills To*	*Map & Parcel Nos.*
25.9% to Vernon and Elizabeth Whaley 291 Addie Way Lynchburg, VA 24501	ROLLA DARREL SMITH 8724 SAWYER BROWN DRIVE NASHVILLE, TN 37221	MAP 142-13-C PARCEL 85
16.66% to Paul and Jill Ketteman 6113 Bresslyn Rd. Nashville, TN 37205		
16.66% to Garnett and Carol Reid 916 Percy Warner Blvd. Nashville, TN 37205		
16.67% to Randy and Joy Corn 1713 Hwy. 12 North Ashland City, TN 37015		

BILL GARRETT, Davidson County
Trans:T20090024920 DEEDQC
Recvd: 04/15/09 14:14 23 pgs
Fees:117.00 Taxes:0.00
20090415-0034260

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, ROLLA DARREL SMITH and HELEN KETTEMAN SMITH ("Grantors"), by these presents do hereby remise, release, quitclaim and convey;

- twenty-five and nine tenths percent (25.9%), which is exactly $52,000 of the current appraisal value of the property (which is $200,800 as of the last appraisal on 1/1/2005) unto VERNON AND ELIZABETH WHALEY ("Grantee"),
- sixteen and sixty-six hundredths percent (16.66%), which is exactly $33,453.28 of the current appraisal value of the property, unto PAUL AND JILL KETTEMAN,
- sixteen and sixty-six hundredths percent (16.66%), which is exactly $33,453.28 of the current appraisal value of the property, unto GARNETT AND CAROL REID, and
- sixteen and sixty-seven hundredths percent (16.67%), which is exactly $33,473.36 of the current appraisal value of the property, unto RANDY AND JOY CORN,

which totals seventy-five and eighty-nine hundrendths percent (75.89%), which leaves us 24.11% (or exactly $48,420.08, based on the appraised value of our property), of our right, title and interest in and to the following described real property located in DAVIDSON County, Tennessee:

Condominium Apartment in DAVIDSON COUNTY, Tennessee, *being Map 142-13-C, Parcel 85.* This condominium apartment is known as Unit 8724, together with the carport designated No. 8724-C, in RIVER PLANTATION, SECTION ELEVEN, PHASE 1A, a Condominium, a Horizontal Property Regime, located on Sawyer Brown Road, Bellevue, Davidson County, Tennessee, as shown on the plat of River Plantation, Section Eleven, Phase 1A, Condominium Apartments, recorded in Book 9700, page 694, Register's Office for Davidson County, Tennessee, and described in a Master Deed recorded in Book 10628, page 661, and annexation document of record in Book 11029, page 592, Register's Office for Davidson County, Tennessee, and Plat Book 9700, page 482, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of River Plantation, Section Eleven, Phase 1A, Condominium Apartments, contained in the Master Deed and By-Laws appended thereto, recorded in Book 10628, page 661, and Plat in Book 9700, page 482, et. seq., Register's office for Davidson County, Tennessee, as applied to Section Eleven, Phase 1A, by annexation document of record in Book 11029, page 592, and Plat Book 9700, page 694; Section Eleven, Phase 2, by annexation document of record in Book 11156, page 361, and Plat Book 9700, page 748; and Section Eleven, Phase 3, by annexation document of record in Book 11332, page 184, and Plat Book 9700, page 835, said Register's Office, are incorporated in this deed by reference and made a part hereof the same as though copied herein.

Being the same property conveyed to ROLLA DARREL SMITH by warranty deed from HAURY AND SMITH CONTRACTORS, Inc. of record in Book 11442, Page 428, Register's Office for Davidson County, Tennessee.

Subject to aforesaid Master Deed, By-Laws, Plats and annexation documents and is also subject to the Covenants, Conditions and Restrictions for the River Plantation Sections 8-11 Umbrella Association, Inc., of record in Book 7389, page 924, Plat in Book 7900, pages 745, et. seq., as re-recorded in Book 7900, page 945 Register's Office for said County.

This is improved property known as: 8724 Sawyer Brown Road, Nashville, Tennessee, 37221.

WITNESS my hand this ___ day of February, 2009.

Rolla Darrel Smith
ROLLA DARREL SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantor, ROLLA DARREL SMITH, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this Quitclaim Deed for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this 24th day of February, 2009.

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

Michael McNulty

My Commission Expires:_____

WITNESS my hand this 24th day of February, 2009.

Helen K. Smith
HELEN KETTEMAN SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantor, HELEN KETTEMAN SMITH, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this Quitclaim Deed for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this 24th day of February, 2009.

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

Michael McNulty

My Commission Expires:_____

This Quitclaim Deed Was Prepared By:
GORDON LAW GROUP, PLC
803 18th Ave South
Nashville, Tennessee 37203

AGREEMENT
GRANTING LIFE ESTATE

AGREEMENT made this 24th day of February, 2009, by and between, Joy Ketteman Corn (hereinafter referred to as "Grantor") resident of Ashland City, in the County of Cheatham, in the State of Tennessee residing at 1713 Hwy. 12 North, 37015, and the married couple of Rolla Darrel Smith and Helen Ketteman Smith (hereinafter referred to as "Grantees") residents of Nashville in the County of Davidson in the State of Tennessee residing at 8724 Sawyer Brown Rd. 37221.

WHEREAS, the Grantor owns a percentage of the property, more fully defined herein, located at 8724 Sawyer Brown Drive, Nashville, TN 37221 (hereinafter referred to as the "Property"), and

WHEREAS, subject to the terms and conditions set forth herein,(hereinafter referred to as the "Agreement"), Grantor desires to grant a life estate of her portion of the Property and Grantees desires to be the beneficiary of said life estate in the Property.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereto hereby agree as follows:

1. **TERMS AND CONDITIONS**.

For good and valid consideration both parties agree that during the lifetime of the Grantees:

A. The Grantees shall pay the real estate taxes levied and assessed against the Property, and shall pay the insurance and maintenance costs of the Property.

B. It shall be the duty of life tenant to keep property subject to life estate in repair so as to preserve property and to prevent decay or waste.

C. The Grantor will not sell or convey her interest in the Property during either Grantees' life.

D. In the case of the death of either Grantee, the life estate shall remain in existence until the death of the surviving Grantee.

E. Should either Grantee attempt to sell or in any way convey to others interest in her life estate or any part of it, or should she cease to live on and occupy the premises for a period of no longer than six (6) months during her life, the life estate contained herein shall terminate and the described property shall immediately vest in fee and absolutely in Grantor.

2. **MISCELLANEOUS PROVISIONS**.

A. **Effect of Headings**. The subject headings of the articles, sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

B. **Counterparts**. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. **Waiver of Compliance**. Any failure of Grantee, on the one hand, or Grantor, on the other hand, to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by Purchaser or Seller, respectively, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

D. **Availability of Equitable Remedies.** Since a breach of various provisions of this Agreement could not adequately be compensated by money damages, either party may obtain, in addition to any other remedy available to it, an injunction restraining such breach and specific performance of such provisions of this Agreement without proof of loss or imminent loss, and no bond or other security shall be required in connection therewith.

E. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person or any party of this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any party to this Agreement.

F. **Binding on Successors.** This Agreement shall be binding on, and inure to the benefit of, the parties to it and their respective heirs, legal representatives and successors.

G. **Full Disclosure.** No representation or warranty made by any party hereto and no certificate or document furnished or to be furnished to any party hereto pursuant to this Agreement contains or will contain any untrue statement of material fact or fails to contain information necessary to make the statements contained therein not misleading.

H. **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail, with postage prepaid:

If to Grantor:
Joy Ketteman Corn
1713 Hwy. 12 North
Ashland City, TN 37015

If to Grantee:
Michael McNulty, Esq.
Gordon Law Group, PLC
803 18th Avenue South
Nashville, Tennessee 37203

Or to such other person or address as Grantee or Grantor shall furnish to the other parties hereto in writing.

I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

J. **Entire Agreement**. This Agreement, including the Exhibits and other documents referred to herein that form a part hereof, embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants or understandings, other than those expressly set forth or referred to herein. This Agreement supercedes all prior agreements and understandings between the parties with respect to such subject matter. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party or parties making such waiver.

K. **Severability**. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

L. **Drafting**. The parties acknowledge that this Agreement is the product of the joint drafting efforts of the parties hereto and agree that in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved to the detriment of any party hereto as a participant in the drafting of this Agreement.

SIGNATURE OF GRANTOR

WITNESS my hand this 24th day of February, 2009.

Joy Ketteman Corn

Joy Ketteman Corn

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantor, JOY KETTEMAN CORN, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this LIFE ESTATE for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this 24th day of February, 2009.

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

Notary Public

My Commission Expires:

SIGNATURE OF GRANTEES

WITNESS my hand this 24th day of February, 2009.

Rolla Darrel Smith
ROLLA DARREL SMITH

Helen K. Smith
HELEN KETTEMAN SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantees, ROLLA DARREL SMITH and HELEN KETTEMAN SMITH with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this LIFE ESTATE for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this 24th day of February, 2009.

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

Notary Public - Michael McNulty

My Commission Expires:_____

AGREEMENT
GRANTING LIFE ESTATE

AGREEMENT made this 24th day of February, 2009, by and between, Elizabeth Nell Whaley (hereinafter referred to as "Grantor") resident of Lynchburg, in the County of Lynchburg City, in the State of Virginia residing at 291 Addie Way 24501, and the married couple of Rolla Darrel Smith and Helen Ketteman Smith (hereinafter referred to as "Grantees") residents of Nashville in the County of Davidson in the State of Tennessee residing at 8724 Sawyer Brown Rd. 37221.

WHEREAS, the Grantor owns the property, more fully defined herein, located at 8724 Sawyer Brown Drive, Nashville, TN 37221 (hereinafter referred to as the "Property"), and

WHEREAS, subject to the terms and conditions set forth herein,(hereinafter referred to as the "Agreement"), Grantor desires to grant a life estate in the Property and Grantees desires to be the beneficiary of said life estate in the Property.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereto hereby agree as follows:

1. **TERMS AND CONDITIONS**.

For good and valid consideration both parties agree that during the lifetime of the Grantee:

A. The Grantees shall pay the real estate taxes levied and assessed against the Property, and shall pay the insurance and maintenance costs of the Property.

B. It shall be the duty of life tenant to keep property subject to life estate in repair so as to preserve property and to prevent decay or waste.

C. The Grantor will not sell or convey her interest in the Property during either Grantees' life.

D. In the case of the death of either Grantee, the life estate shall remain in existence until the death of the surviving Grantee.

E. Should either Grantee attempt to sell or in any way convey to others interest in her life estate or any part of it, or should she cease to live on and occupy the premises for a period of no longer than six (6) months during her life, the life estate contained herein shall terminate and the described property shall immediately vest in fee and absolutely in Grantor.

2. **MISCELLANEOUS PROVISIONS**.

A. **Effect of Headings**. The subject headings of the articles, sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

B. **Counterparts**. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. **Waiver of Compliance**. Any failure of Grantee, on the one hand, or Grantor, on the other hand, to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by Purchaser or Seller, respectively, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

D. **Availability of Equitable Remedies.** Since a breach of various provisions of this Agreement could not adequately be compensated by money damages, either party may obtain, in addition to any other remedy available to it, an injunction restraining such breach and specific performance of such provisions of this Agreement without proof of loss or imminent loss, and no bond or other security shall be required in connection therewith.

E. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person or any party of this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any party to this Agreement.

F. **Binding on Successors.** This Agreement shall be binding on, and inure to the benefit of, the parties to it and their respective heirs, legal representatives and successors.

G. **Full Disclosure.** No representation or warranty made by any party hereto and no certificate or document furnished or to be furnished to any party hereto pursuant to this Agreement contains or will contain any untrue statement of material fact or fails to contain information necessary to make the statements contained therein not misleading.

H. **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail, with postage prepaid:

If to Grantor:
Elizabeth Nell Whaley
291 Addie Way
Lynchburg, VA 24501

If to Grantee:
Michael McNulty, Esq.
Gordon Law Group, PLC
803 18th Avenue South
Nashville, Tennessee 37203

Or to such other person or address as Grantee or Grantor shall furnish to the other parties hereto in writing.

I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

J. **Entire Agreement**. This Agreement, including the Exhibits and other documents referred to herein that form a part hereof, embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants or understandings, other than those expressly set forth or referred to herein. This Agreement supercedes all prior agreements and understandings between the parties with respect to such subject matter. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party or parties making such waiver.

K. **Severability**. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

L. **Drafting**. The parties acknowledge that this Agreement is the product of the joint drafting efforts of the parties hereto and agree that in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved to the detriment of any party hereto as a participant in the drafting of this Agreement.

SIGNATURE OF GRANTOR

WITNESS my hand this 5 day of ~~February~~ March, 2009.

Elizabeth Nell Whaley

Elizabeth Nell Whaley

STATE OF VIRGINIA)
COUNTY OF Lynchburg

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantor, ELIZABETH NELL WHALEY, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this LIFE ESTATE for the purposes therein contained.

Witness my hand and official seal at Lynchburg ~~County~~ City, VIRGINIA, this 5 day of ~~February~~ March, 2009.

ROSEMARY K. VASSAR
Notary Public
Commonwealth of Virginia
316166
My Commission Expires Jul 31, 2010

Rosemary K Vassar

Notary Public - Rosemary K. Vassar
PRINT NAME

My Commission Expires: 7-31-10

SIGNATURE OF GRANTEES

WITNESS my hand this 24th day of February, 2009.

Rolla Darrel Smith
ROLLA DARREL SMITH

Helen K. Smith
HELEN KETTEMAN SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantees, ROLLA DARREL SMITH and HELEN KETTEMAN SMITH with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this LIFE ESTATE for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this 24th day of February, 2009.

Notary Public - Michael McNulty

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

My Commission Expires:_____

AGREEMENT
GRANTING LIFE ESTATE

AGREEMENT made this 24th day of February, 2009, by and between, Carol Ketteman Reid (hereinafter referred to as "Grantor") resident of Nashville, in the County of Davidson, in the State of Tennessee residing at 916 Percy Warner Blvd., 37205, and the married couple of Rolla Darrel Smith and Helen Ketteman Smith (hereinafter referred to as "Grantees") residents of Nashville in the County of Davidson in the State of Tennessee residing at 8724 Sawyer Brown Rd. 37221.

WHEREAS, the Grantor owns a percentage of the property, more fully defined herein, located at 8724 Sawyer Brown Drive, Nashville, TN 37221 (hereinafter referred to as the "Property"), and

WHEREAS, subject to the terms and conditions set forth herein,(hereinafter referred to as the "Agreement"), Grantor desires to grant a life estate of her entire portion of the Property and Grantees desires to be the beneficiary of said life estate in the Property.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereto hereby agree as follows:

1. **TERMS AND CONDITIONS**.

For good and valid consideration both parties agree that during the lifetime of the Grantees:

A. The Grantees shall pay the real estate taxes levied and assessed against the Property, and shall pay the insurance and maintenance costs of the Property.

B. It shall be the duty of life tenant to keep property subject to life estate in repair so as to preserve property and to prevent decay or waste.

C. The Grantor will not sell or convey her interest in the Property during either Grantees' life.

D. In the case of the death of either Grantee, the life estate shall remain in existence until the death of the surviving Grantee.

E. Should either Grantee attempt to sell or in any way convey to others interest in her life estate or any part of it, or should she cease to live on and occupy the premises for a period of no longer than six (6) months during her life, the life estate contained herein shall terminate and the described property shall immediately vest in fee and absolutely in Grantor.

2. **MISCELLANEOUS PROVISIONS**.

A. **Effect of Headings**. The subject headings of the articles, sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

B. **Counterparts**. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. **Waiver of Compliance**. Any failure of Grantee, on the one hand, or Grantor, on the other hand, to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by Purchaser or Seller, respectively, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

D. **Availability of Equitable Remedies.** Since a breach of various provisions of this Agreement could not adequately be compensated by money damages, either party may obtain, in addition to any other remedy available to it, an injunction restraining such breach and specific performance of such provisions of this Agreement without proof of loss or imminent loss, and no bond or other security shall be required in connection therewith.

E. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person or any party of this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any party to this Agreement.

F. **Binding on Successors.** This Agreement shall be binding on, and inure to the benefit of, the parties to it and their respective heirs, legal representatives and successors.

G. **Full Disclosure.** No representation or warranty made by any party hereto and no certificate or document furnished or to be furnished to any party hereto pursuant to this Agreement contains or will contain any untrue statement of material fact or fails to contain information necessary to make the statements contained therein not misleading.

H. **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail, with postage prepaid:

If to Grantor:
Carol Ketteman Reid
916 Percy Warner Blvd.
Nashville, TN 37205

If to Grantee:
Michael McNulty, Esq.
Gordon Law Group, PLC
803 18th Avenue South
Nashville, Tennessee 37203

Or to such other person or address as Grantee or Grantor shall furnish to the other parties hereto in writing.

I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

J. **Entire Agreement**. This Agreement, including the Exhibits and other documents referred to herein that form a part hereof, embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants or understandings, other than those expressly set forth or referred to herein. This Agreement supercedes all prior agreements and understandings between the parties with respect to such subject matter. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party or parties making such waiver.

K. **Severability**. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

L. **Drafting**. The parties acknowledge that this Agreement is the product of the joint drafting efforts of the parties hereto and agree that in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved to the detriment of any party hereto as a participant in the drafting of this Agreement.

SIGNATURE OF GRANTOR

WITNESS my hand this 24th day of February, 2009.

Carol Ketteman Reid

Carol Ketteman Reid

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantor, CAROL KETTEMAN REID, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this LIFE ESTATE for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this 24th day of February, 2009.

Notary Public

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

My Commission Expires:

SIGNATURE OF GRANTEES

WITNESS my hand this 24th day of February, 2009.

Rolla Darrel Smith
ROLLA DARREL SMITH

Helen K. Smith
HELEN KETTEMAN SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantees, ROLLA DARREL SMITH and HELEN KETTEMAN SMITH with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this LIFE ESTATE for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this 24th day of February, 2009.

Notary Public - Michael McNulty

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

My Commission Expires:_____

Ketteman CKR

AGREEMENT
GRANTING LIFE ESTATE

AGREEMENT made this 24th day of February, 2009, by and between, Paul Gregory Ketteman (hereinafter referred to as "Grantor") resident of Nashville, in the County of Davidson, in the State of Tennessee residing at 6113 Bresslyn Rd., 37205, and the married couple of Rolla Darrel Smith and Helen Ketteman Smith (hereinafter referred to as "Grantees") residents of Nashville in the County of Davidson in the State of Tennessee residing at 8724 Sawyer Brown Rd. 37221.

WHEREAS, the Grantor owns a percentage of the property, more fully defined herein, located at 8724 Sawyer Brown Drive, Nashville, TN 37221 (hereinafter referred to as the "Property"), and

WHEREAS, subject to the terms and conditions set forth herein,(hereinafter referred to as the "Agreement"), Grantor desires to grant a life estate of her portion of the Property and Grantees desires to be the beneficiary of said life estate in the Property.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereto hereby agree as follows:

1. **TERMS AND CONDITIONS**.

For good and valid consideration both parties agree that during the lifetime of the Grantees:

A. The Grantees shall pay the real estate taxes levied and assessed against the Property, and shall pay the insurance and maintenance costs of the Property.

B. It shall be the duty of life tenant to keep property subject to life estate in repair so as to preserve property and to prevent decay or waste.

C. The Grantor will not sell or convey his interest in the Property during either Grantees' life.

D. In the case of the death of either Grantee, the life estate shall remain in existence until the death of the surviving Grantee.

E. Should either Grantee attempt to sell or in any way convey to others interest in her life estate or any part of it, or should she cease to live on and occupy the premises for a period of no longer than six (6) months during her life, the life estate contained herein shall terminate and the described property shall immediately vest in fee and absolutely in Grantor.

2. **MISCELLANEOUS PROVISIONS**.

A. **Effect of Headings**. The subject headings of the articles, sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

B. **Counterparts**. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. **Waiver of Compliance**. Any failure of Grantee, on the one hand, or Grantor, on the other hand, to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by Purchaser or Seller, respectively, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

D. **Availability of Equitable Remedies.** Since a breach of various provisions of this Agreement could not adequately be compensated by money damages, either party may obtain, in addition to any other remedy available to it, an injunction restraining such breach and specific performance of such provisions of this Agreement without proof of loss or imminent loss, and no bond or other security shall be required in connection therewith.

E. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person or any party of this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any party to this Agreement.

F. **Binding on Successors.** This Agreement shall be binding on, and inure to the benefit of, the parties to it and their respective heirs, legal representatives and successors.

G. **Full Disclosure.** No representation or warranty made by any party hereto and no certificate or document furnished or to be furnished to any party hereto pursuant to this Agreement contains or will contain any untrue statement of material fact or fails to contain information necessary to make the statements contained therein not misleading.

H. **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail, with postage prepaid:

If to Grantor:
Paul Gregory Ketteman
6113 Bresslyn Rd.
Nashville, TN 37205

If to Grantee:
Michael McNulty, Esq.
Gordon Law Group, PLC
803 18th Avenue South
Nashville, Tennessee 37203

Or to such other person or address as Grantee or Grantor shall furnish to the other parties hereto in writing.

I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

J. **Entire Agreement**. This Agreement, including the Exhibits and other documents referred to herein that form a part hereof, embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants or understandings, other than those expressly set forth or referred to herein. This Agreement supercedes all prior agreements and understandings between the parties with respect to such subject matter. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party or parties making such waiver.

K. **Severability**. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

L. **Drafting**. The parties acknowledge that this Agreement is the product of the joint drafting efforts of the parties hereto and agree that in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved to the detriment of any party hereto as a participant in the drafting of this Agreement.

SIGNATURE OF GRANTOR

WITNESS my hand this 24th day of February, 2009.

Paul Gregory Ketteman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantor, PAUL GREGORY KETTEMAN, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this LIFE ESTATE for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this 24th day of February, 2009.

Notary Public

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

My Commission Expires:

SIGNATURE OF GRANTEES

WITNESS my hand this 24th day of February, 2009.

Rolla Darrel Smith
ROLLA DARREL SMITH

Helen K. Smith
HELEN KETTEMAN SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Grantees, ROLLA DARREL SMITH and HELEN KETTEMAN SMITH with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence) and who acknowledged that the Grantor executed this LIFE ESTATE for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this 24th day of February, 2009.

Notary Public - Michael McNulty

MICHAEL McNULTY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

My Commission Expires: