THIS INSTRUMENT PREPARED BY: **Mudter & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 29546-05-2010** **File Box 9-B**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration for this transfer is: $0.00 Kristin M. Viars Affiant Subscribed and sworn to before me, this 3rd day of June, 2010. Notary Public My Commission Expires:

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

QUITCLAIM DEED

Address New Owner: ROBIN LYLES HENDERSON 1125 Nichol Lane Nashville, TN 37205	**Send Tax Bills To:** SAME	**Tax Information:** Map and Parcel No.: 130-9-98

FOR AND IN CONSIDERATION of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, KRISTIN MITCHELL HENDERSON VIARS, ("Grantor"), does hereby quitclaim, transfer and convey unto ROBIN LYLES HENDERSON, ("Grantee"), his heirs and assigns of all her right, title and interest in the real property in the County of Davidson, State of Tennessee, and more particularly described on Exhibit "A" hereto (the "Property").

This is improved property known as 1125 Nichol Lane, Nashville, TN, 37205.

Grantor retains a lien against the Property to insure the payment due to her from the sale of the Property as set forth in this Final Decree of Divorce between Grantor and Grantee in Docket No. 06D-2322, Fourth Circuit Court for Davidson County, Tennessee, copy of which is attached hereto.

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

IN WITNESS WHEREOF, Grantor has executed this instrument on this 3rd day of June, 2010.

Kristin Mitchell Henderson Viars

KRISTIN MITCHELL HENDERSON VIARS

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, KRISTIN MITCHELL HENDERSON VIARS, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 3rd day of June, 2010.

Notary Public

My Commission Expires:

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

BILL GARRETT, Davidson County
Trans:T20100034525 DEEDQC
Recvd: 06/07/10 14:43 8 pgs
Fees:42.00 Taxes:0.00

20100607-0044129

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 24 of Block 5 on the Map of Highlands of Belle Meade, as of record in Book 547, page 180, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Robin L. Henderson and Kristin Henderson, husband and wife, dated 02/28/2007 from David D. Thombs and wife, JoAnn B. Thombs of record as Instrument No. 20070305-0026365, said Register's Office. The said Robin L. Henderson and Kristin Henderson having since divorced and the said Kristin Henderson having since married.

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

KRISTIN MITCHELL HENDERSON,	)	
	)	
Plaintiff/Wife,	)	
	)	Docket No. 06D-2322
vs.	)	
	)	NOTICE OF ENTRY REQUESTED
ROBIN LYLES HENDERSON,	)	
	)	
Defendant/Husband.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 17th day of September, 2008 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce, answer and Counter-Complaint, Permanent Parenting Plan previously entered in this cause and Marital Dissolution Agreement submitted to the Court for approval, testimony of the Plaintiff in open Court, and statement of counsel, from all of which the Court finds as follows:

That this cause was filed on August 10, 2006 and has been pending for more than ninety (90) days.

That there exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.

That the Court has previously reviewed the Permanent Parenting Plan submitted herein and found that it was in the best interest of the parties and their minor child and made adequate provisions for the support, maintenance and parenting of the minor child.

That the Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court.

2. VENUE AND SERVICE OF PROCESS: Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Wife is represented by attorneys Phillip Robinson and Philip E. Smith, and the Husband is represented by attorney John J. Hollins, Jr.

3. CUSTODY/VISITATION/CHILD SUPPORT: The parties have entered into a Permanent Parenting Plan resolving all issues pertaining to the custody, support and maintenance of the minor child which plan is attached hereto and incorporated herein by reference.

4. MARITAL RESIDENCE: The parties own a marital residence located at 1125 Nichol Lane, Nashville, Tennessee. Said property shall immediately be placed on the market and sold with a real estate agent and at a sales price agreeable to the Husband. Pending the sale and closing of the property, the Husband shall continue to pay the monthly payment on the first mortgage owing to Wells Fargo and the equity line owing to U.S. Bank, insurance, property taxes, and monthly utilities being water, electric and natural gas and shall indemnify and hold the Wife harmless thereon. The Wife shall be responsible for the monthly Comcast bill. Pending the sale, the Wife and parties' minor child shall have the sole and exclusive possession of the marital residence. If the residence has not been sold within nine months after the entry of the Final Decree of Divorce, either party may file a motion with the Court for appropriate relief.

Upon the sale of the property, after paying the indebtedness on the property and the cost of the sale, the remaining proceeds shall be divided between the parties such that the Wife receives seventy percent (70%) and the Husband receives thirty percent (30%) free and clear of

any claim of the other party. However, in no event shall the Wife receive less than $70,000.00 from the sale of the house which figure the Husband guarantees. The Husband shall be responsible for any deficiency and hold the Wife harmless thereon. In the event the sale fails to satisfy the above $70,000.00, the Husband shall immediately pay at closing, the deficiency to Wife.

5. **AUTOMOBILES:** The Wife is awarded the 2004 Lexus GK470 (VIN JTJBT20X840039172) now in her possession free and clear of any claim of the Husband and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. Said vehicle is unencumbered.

The Husband is awarded the 2004 XJ8 Jaguar (VIN SAJE471C34SG03110) and the Harley Davidson Motorcycle now in his possession free and clear of any claim of the Wife and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. Said vehicle and motorcycle are unencumbered.

The parties shall execute any and all necessary documents to transfer the ownership of said vehicles including titles or other similar documents. Further, each of the parties shall be responsible for seeing that the vehicle(s) awarded to him or her above is properly insured and shall indemnify and hold the other party harmless from any liability thereon.

6. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The Husband is awarded the household furniture, furnishings, appliances and lawn and garden equipment listed in attached Exhibit A and the Wife is awarded the rest and remainder of the household furniture, furnishings, appliances and lawn and garden equipment free and clear of any claim of the Husband.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been forwarded via U.S. Mail to John J. Hollins, Jr., Attorney for Defendant/Husband, 424 Church Street, 22nd Floor, Nashville, TN 37219 on this the 17th day of September, 2008.

Phillip Robinson

COPY

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2008 AUG 27 PM 4:14

KRISTIN MITCHELL HENDERSON,)
)
Plaintiff,)
)
vs.) Docket No. ~~06D-2322~~ B.C.
)
ROBIN LYLES HENDERSON,)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into on this the 19th day of August, 2008, by and between **KRISTIN MITCHELL HENDERSON** (hereinafter referred to as "Wife") and **ROBIN LYLES HENDERSON** (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

WITNESSETH:

THAT WHEREAS the parties are man and wife and, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property, custody, and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE:** The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce.

That the Plaintiff, Kristin Mitchell Henderson, has fully complied with the provisions of T.C.A. §56-7-2366 regarding major-medical insurance.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff, Kristin Mitchell Henderson, is hereby awarded an absolute divorce on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further **ORDERED** that the Parenting Plan and Marital Dissolution Agreement submitted to the Court for approval are hereby approved and made the Order of this Court and are in words and figures as follows: