BILL GARRETT, Davidson County
Trans:T20120096138 DEEDQC
Recvd: 12/17/12 10:18 15 pgs
Fees:77.00 Taxes:0.00
20121217-0115846

THIS INSTRUMENT PREPARED BY:
BECK & BECK, Attorneys at Law, PLLC
4205 Gallatin Road
Nashville, TN 37216

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One ($1.00) Dollar.

James Michael Howland
AFFIANT

MELINDA G. ROOKER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Subscribed and sworn to before me, this 21st day of November, 2012.

Melinda G. Rooker
Notary Public
My Commission Expires: 08-17-15

ADDRESS NEW OWNERS:
James Michael Howland
Jason M. Howland
910 Riverside Drive
Nashville, TN 37216

SEND TAX BILLS TO:

Same

MAP AND PARCEL: 083 07 0 206.00

==========

ADMINISTRATOR'S DEED

==========

KNOW ALL MEN BY THESE PRESENTS that I, **James Michael Howland**, am the Administrator for the Estate of **James V. Howland**, being one and the same person, am affecting this quitclaim as a means of clarifying the title to this property. Under the laws of Probate of the State of Tennessee, a small estate administration was filed in regards to the **Estate of James V. Howland** in the Probate Court of Davidson County, Tennessee, No. 12P-633 on April 20, 2012. **James V. Howland** died November 25, 2011. James Michael Howland was appointed as the Administrator for the Estate of **James V. Howland** . (See attached Affidavit and Order of Small Estate). For and in consideration of the sum of One dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, Administrator for the Estate **James Michael Howland**, has bargained and sold and hereby [convey,] remise, release and forever quitclaims to **Jason Mark Howland** and **James Michael Howland,** as heirs at law, and of their heirs and assigns, all rights, title and interest in and to one-half, giving each heir at law a one-fourth interest to a certain tract [parcel] of land in Davidson County, Tennessee, as will create an estate in and to said tract [parcel] of land, which is described as follows:

Land in Davidson County, Tennessee, being Lot No. 13 on the plan of part One, Hanley Subdivision, of record in Book 1424, page 33, Register's Office for said County.

SAID Lot No. 13 fronts 75.0 feet on the westerly margin of Riverside Drive and extends back 185.06 feet on the northerly line and 175.84 feet on the southerly line to a dead line in the rear, measuring 75.06 feet thereon.

BEING the same property conveyed to Daniel B. Lea, and wife Andrea J. Lea by deed from Helen W. Long, widow, of record in Book 4927, page 984, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to James V. Howland, and wife Martha L. Howland by deed from Daniel B. Lea and wife, Andrea J. Lea, of record in Book 5388, Page 199, Register's Office for Davidson County, Tennessee.

By the Final Decree of Divorce (96D3543) granted February 19th, 1997, by Judge Muriel Robinson for the Fourth Circuit Court of Davidson County, Tennessee, it was so ordered in paragraph 3, No. 2 on the first page of the Marital Dissolution Agreement in the Order of Final Decree, the real property was devised to both husband James V. Howland, and wife Martha L. Howland as tenants in common. (Certified Copy of Final Decree of Divorce is attached)

At James V. Howland's death on November 25, 2011 the property vested in Martha L. Howland as one-half tenants in common and the remaining one-half divided equally between the heirs at law James Michael Howland and Jason Mark Howland, as tenants in common.

Property known as: **910 Riverside Drive, Nashville, Tennessee 37206**

Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

WITNESS my hand this 21st day of November, 2012.

James Michael Howland

James Michael Howland

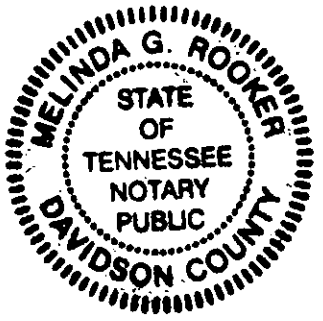
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Melinda G. Rooker, a Notary Public, in and for said County and State, **James Michael Howland,** the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this the 21st day of November, 2012.

Melinda G. Rooker
NOTARY PUBLIC

MY COMMISSION EXPIRES: 08-17-15



FILED

IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
(PROBATE DIVISION)

2012 APR 20 AM 10: 12

RICHARD R. ROOKER, CLERK

IN THE ESTATE OF:

James V. Howland,

Deceased. No. **12P-633**

COURT ORDER OF SMALL ESTATE PURSUANT TO T.C.A. 30-4-101 et. seq.

BE IT REMEMBERED, this 20th day of April, 2012, pursuant to Tennessee Code Annotated 30-4-101, et.seq. and upon the application of the Affiant, and for good cause shown to this Court, it is the opinion of the Probate Master, R. H. Bradshaw, Jr., that the Probate Court Clerk shall file the Small Estate Affidavit in order to allow the Affiant to administer the estate pursuant to the statute.

IT IS, THEREFORE, **ORDERED, ADJUDGED AND DECREED**, that the Clerk of the Probate Court, after filing such Affidavit, shall issue duly certified copies of this Order and Affidavit for presentation by the Affiant, **James Michael Howland**.

IT IS, FURTHER, **ORDERED, ADJUDGED AND DECREED**, that the surety bond shall be waived pursuant to the conditions as set forth in T.C.A. 30-1-201.

ENTER, this 20th day of April, 2012.

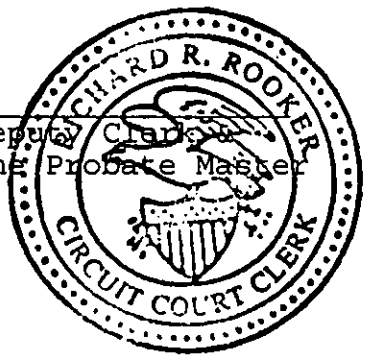
R.H. Bradshaw, Jr.
Probate Master

IN THE SEVENTH CIRCUIT COURT
DAVIDSON COUNTY, NASHVILLE, TENNESSEE

I, Kim Jackson, Deputy Clerk & Assistant to the Probate Master, do hereby certify, as evidenced by my signature below, that the foregoing is a true and exact copy of the original document(s) on file in the Office of the Seventh Circuit Court Clerk, this 20th day of April, 2012:

RICHARD R. ROOKER, Clerk

Kim Jackson, Deputy Clerk &
Assistant to the Probate Master



IN THE SEVENTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
(PROBATE DIVISION)

SMALL ESTATE AFFIDAVIT

FILED
2012 APR 20 AM 9:
RICHARD R. ROOKER, CL

ESTATE OF

JAMES V. HOWLAND

DOCKET NO. 12P-633

Your Affiant, **JAMES MICHAEL HOWLAND**, would respectfully show unto the Court as follows:

That the deceased, **JAMES V. HOWLAND**, a divorced man, who at the age of 75 died on the 25th day of November, 2011 in Davidson County, State of Tennessee, and that his/her last residence was:

910 Riverside Drive, Nashville, TN 37206

☐ The decedent left no Will.

☑ The decedent left a Will and The Will has been filed by the Clerk of this Court and a copy has been attached to this Affidavit as Exhibit "A".

The decedent left the following unpaid debts at the time of his/her death:

Creditor	Address	Amount
None Known		

The decedent died owning the following property:

Item	Location and Possession	Value
Household Goods	910 Riverside Drive, Nashville, TN	$10,000.00
	Total Personal Estate	$10,000.00

Decedent owned real estate located at 910 Riverside Drive, Nashville, TN with a value of approximately $85,000.00. This real estate is not a part of his estate and is entered in this affidavit for information only.

The following are the names and addresses of all next of kin of the deceased:

Name	Address
James Michael Howland, son	910 Riverside Drive, Nashville, TN 37206
Jason Mark Howland, son	USAF, PSC 3, Box 431 APO AE 09021

Your affiant is willing to collect and preserve all assets for the Estate, pay all creditors and distribute the remainder in accordance with the terms of the Will or according to the laws of the descent and distribution of the State of Tennessee pursuant to T.C.A. 30-4-101.

☐ I do

X☐ I do not
wish to publish for creditors.

This 16th day of April, 2012.

James Michael Howland
JAMES MICHAEL HOWLAND, AFFIANT

910 Riverside Drive
Address

Nashville, TN 37206
City, State and Zip

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, the said **JAMES MICHAEL HOWLAND**, and after being sworn, deposes and says that the facts averred in the above Affidavit are true to the best of his/her knowledge, information, and belief.

James Michael Howland
JAMES MICHAEL HOWLAND, AFFIANT

Sworn to and subscribed to before me, this 16th day of April, 2012.

Melinda Gay Rooker
Notary Public

My Comm Exp: 8-17-15

MELINDA G. ROOKER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Martha Cone Beck by permission
Attorney for the Affiant
4205 Gallatin Road
Nashville, TN 37216
615-226-9000

Copy

FILED
97 FEB 19 PM 3:50
RICHARD R. ROOPER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES VERNON HOWLAND,
Plaintiff

vs.

MARTHA LOUISE HOWLAND,
Defendant

Docket # 96D-3543

FINAL DECREE OF DIVORCE

This cause came to be heard on the 19TH day of February, 1997, before the Honorable Muriel Robinson, Judge, upon the Complaint for Divorce filed by the plaintiff, James Vernon Howland, on December 11, 1996, upon the Marital Dissolution Agreement signed by both parties, by the testimony of the Husband in open Court, by the statements of the Husband's attorney, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint for Divorce are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle the plaintiff to an absolute divorce, and that the Marital Dissolution Agreement executed by the parties is a fair and complete apportionment of the marital property and debts, and should be approved. The sixty day waiting period, as required by law, has elapsed.

The parties have entered into a Marital Dissolution Agreement which is as follows:

Copy

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 FEB 19 PM 3:30

RICHARD R. ROOKER, CLERK

JAMES VERNON HOWLAND,
Plaintiff

vs.

Docket # 960-3543

MARTHA LOUISE HOWLAND,
Defendant

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between James Vernon Howland, hereinafter referred to as "Husband," and Martha Louise Howland, hereinafter referred to as "Wife," subject to the following premises, terms and conditions:

WITNESSETH

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, and there is now being filed in the Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being James Vernon Howland vs. Martha Louise Howland bearing Docket #960-3543 and

WHEREAS it is the decision of the parties, insofar as they are able without the concurrence of the Court to amicably settle their differences with respect to all property rights, obligations for payment of debts, and any and all matters concerning their respective rights and duties by reason of the marital relationship and to enter into a contract for the settlement of all such rights and obligations, not only for the present, but for the future;

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and questions, and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. Children. The parties acknowledge and agree that there are no minor children born of this marriage.

2. Real Property. The parties own a home located at 910 Riverside Dr., Nashville, Tn. 37216. They will continue to own this home as tenants in common until such time as the property is sold. It is the desire of both parties that their grown sons have a home to come to until they are established in homes of their own. It is foreseen that at such time as this occurs, the property will

be sold. Until this time, the Husband will reside in the marital residence. He will pay the mortgage and any and all other expenses involved in the upkeep of the home, and hold the Wife harmless thereon. When the home is sold, the parties will equally divide the equity. The Husband will not put further encumbrances upon the property without the written permission of the Wife. The parties own no other real property.

3. Debts and Personal Property. The Wife will keep her personal belongings and the furniture which belonged to her mother. She owns a Ford Pick-Up truck. She will continue to own this vehicle and make any payments due on it, holding the Husband harmless thereon. The Husband owns a 1987 Oldsmobile, which he will keep. The Husband has a leased Corvette. He will continue to be solely responsible for this lease, holding the Wife harmless thereon. The Husband will keep the remainder of the household goods.

Each party will own separate and apart from the other his/her retirement with the State of Tennessee, and neither will make a claim against the other for this.

The parties have closed their joint checking account. Each will own separately any accounts in his/her individual name. The Husband has a Visa card in his name. The Wife has an Amoco gas card and a GM card in her name. Each party will be responsible for the debts in his/her name, and hold the other party harmless thereon.

The Wife will keep free and clear of any claim of the Husband, any funds in her credit union account. She will pay any debt owed to her credit union, holding the Husband harmless thereon. Each party will pay any debts incurred by him or her since the separation.

The parties further agree that they shall indemnify the other party for any costs, expenses, or losses experienced as a result of the other party's failure to comply with the terms of this provision. The parties further agree that neither of them shall incur a debt after the execution of this Agreement on the account for which the other party may be held responsible or which would

otherwise be binding on the other party or be considered an encumbrance to said party.

4. Alimony. Neither party will make any claim for alimony against the other, except for the payment of debts specifically provided in the other provisions of this agreement. Each party hereby waives any further claim for alimony, past, present, or future, other than what is specifically contained in this agreement.

5. Court Costs. The Husband will pay the court costs associated with this cause.

6. Attorney fees. Each party will pay his/her own attorney fee associated with this cause.

7. Miscellaneous Provisions. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Any payments made to or for the other party pursuant to this Agreement are to be considered a support obligation to the other party, not dischargeable by bankruptcy. Each party hereby waives and relinquishes to the other all rights or claims which may here or hereafter acquire under the law of any jurisdiction with respect to the other's property including, but not limited to, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, or the right to act as administrator or executor of the other's estate, except as provided by the terms of this agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

It is further understood and agreed by and between the parties that this Agreement is entered into without any undue influence, coercion or misrepresentation or for any reason not herein stated.

8. Waiver of Service. The Wife waives any further notice other than this agreement in connection with this cause of action.

9. Breech of this Agreement. The parties acknowledge that the failure of either party to abide by the terms of this Agreement shall vest in the other party the right to pursue whatever legal actions are appropriate in order to remedy the particular breech. The parties agree that the party in breach of this contract shall be responsible to the non-breaching party as for all reasonable attorney fees incurred by the non-breaching party as a result of his or her efforts to enforce the terms of this Agreement subsequent to its execution.

11. Content of this Agreement. The parties acknowledge and agree that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties, jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title, and interest, marital or otherwise, in and to all of the estate, whether real, personal, intangible, or mixed, now owned or hereinafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this Agreement.

The parties further acknowledge that they have read the entire terms of this Agreement and that they understand all the terms of this Agreement and that they understand all the terms and conditions contained therein. The parties further acknowledge and agree that this Agreement constitutes a full and complete understanding of the parties hereto relative to all matters of the division of the marital property. The parties further acknowledge and agree that this Agreement adequately and sufficiently provides for the division of all the marital estate.

James Vernon Howland

Martha Louise Howland

Copy

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the forenamed, **JAMES VERNON HOWLAND**, known personally to me, who upon his oath, stated that he has read the foregoing Marital Dissolution Agreement, knows the contents thereof, and has executed the same for the purposes contained therein this the 9 day of December, 1996.

Reagan R. Bridwell
NOTARY PUBLIC
MY COMMISSION EXPIRES: July 24, 1999

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the forenamed, **MARTHA LOUISE HOWLAND**, known personally to me, who upon her oath, stated that she has read the foregoing Marital Dissolution Agreement, knows the contents thereof, and has executed the same for the purposes contained therein this the 10th day of December, 1996.

Betty A. Hardidge
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9-27-97

Copy

The current addresses of the parties are as follows:

Martha Louise Howland	James Vernon Howland
910 Riverside Dr.	910 Riverside Dr.
Nashville, Tn. 37206	Nashville, Tn. 37206

It is therefore, ordered, adjudged and decreed by the Court that the Plaintiff, James Vernon Howland, is awarded an absolute divorce from the defendant, Martha Louise Howland. The parties are restored to all the rights and privileges of unmarried persons, and the bonds of matrimony heretofore existing between the parties are hereby dissolved. The Marital Dissolution Agreement contained herein is hereby approved by the Court, and each and every provision of said Agreement is hereby made the Decree of the Court, as is copied verbatim above.

Court costs and litigation fees in this cause are assessed to the Plaintiff, James Vernon Howland, for which execution may issue.

Entered this 19th day of Feb., 1997.

Judge

Approved for Entry:

Carol Downton 014826
Attorney for the Husband
Beck and Beck Attorneys
4205 Gallatin Road
Nashville, Tn. 37216
(615)226-9000

CERTIFICATE OF SERVICE

I certify that a true and exact copy of this Decree has been mailed to Martha Louise Howland, at 910 Riverside Dr., Nashville, Tn. 37206, on this 19th day of February, 1997.

Carol Downton

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 19 day of FEBRUARY , 1997 , in the Case Number 96D3543 between HOWLAND, JAMES VERNON Plaintiff, and HOWLAND, MARTHA LOUISE 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 19 day of NOVEMBER in the year two thousand twelve and in the 236th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

