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THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNE

FILED
2013 MAY -8 AM 8:30
RICHARD R. ROOKER, CLERK
D.C.

WILLIAM H. NOAH

vs. No. 09D-52

MELODY PECK NOAH

NOTICE OF ENTRY REQUESTED

FINAL DECREE

This cause came to be heard on the 8th of May, 2013, before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original and Amended Complaint for Divorce filed by Husband, Answer and Counter and Amended Counter Complaint filed by Wife, subsequent agreement of the parties to allow Husband to proceed to obtain a divorce upon the grounds of irreconcilable differences, and presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties have made adequate and sufficient provision for the equitable settlement of any property rights between the parties;

From all of which, it appears to the Court that the Husband should be awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Husband, William H. Noah, shall be and hereby is awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** and the Court affirmatively finds, that the Marital Dissolution Agreement (MDA) heretofore signed by the parties and submitted to the Court does make equitable and sufficient provision for the division of the marital properties, and the Court approves the Agreements and incorporates the same herein verbatim as follows:

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RICHARD R. ROOKER, CLERK
D.C.

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

WILLIAM H. NOAH, **Plaintiff/Husband,**	)	
v.	)	**Docket No. 09D-52**
MELODY PECK NOAH, **Defendant/Wife.**	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made by and between the parties, **MELODY PECK NOAH**, (hereinafter referred to as "Wife") and **WILLIAM H. NOAH,** (hereinafter referred to as "Husband");

WHEREAS, the parties were married on August 6, 1983; and

WHEREAS, the parties have one (1) minor child born of this marriage, to wit: Meredith Helene Noah, born May 25, 1995; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action has been instituted and is now pending in the Circuit Court for Davidson County, Tennessee, under Docket No. 09D-52, and the parties have no expectation of renewing their marital relationship; and

WHEREAS, the parties have as a consequence of disputes and apparent differences wish to make arrangements in connection with the dissolution of their marriage and to settle all property, and marital property and debts growing out of the marital relationship;

IT IS THEREFORE AGREED that for and in consideration of the mutual promises and premises herein contained the parties agree as follows:

1. **DIVORCE.** Husband is awarded the divorce on the grounds of irreconcilable differences and both parties are restored to the rights and privileges of unmarried persons.

2. **REAL PROPERTY.** Wife is awarded the home located at 3921 Estes Road, Nashville, Davidson County, Tennessee 37215, Map Reference 116-16-C-4.00 CO, and Husband is divested of any

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and all right, title, claim and/or interest to such real property. Said real property is unencumbered. Said real property awarded to Wife is more fully described as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT 4, ESTES CHASE CONDOMINIUMS, AS ESTABLISHED UNDER MASTER DEED OF RECORD IN BOOK 6847, PAGE 593, IN THE REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH MASTER DEED REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID UNIT.

BEING THE SAME PROPERTY CONVEYED TO NEIL G. NEWTON AND WIFE, LAURA L. NEWTON BY WARRANTY DEED FROM L. THOMAS HART, JR. AND WIFE, ELIZABETH R. HART, RECORDED ON THE 10TH DAY OF JANUARY, 2006 IN INSTRUMENT NO. 20060110-0003789, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS SUBJECT TO ANY AND ALL EXISTING EASEMENTTS AND RESTRICTIONS AS SHOWN OF RECORD INCLUDING THOSE IN MASTER DEED OF RECORD IN BOOK 6847, PAGE 593; AND EASEMENT FOR SANITARY SEWER/STORM DRAINAGE OF RECORD IN BOOK 3885, PAGE 748, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

This is improved real property, known as: 3921 Estes Road, Nashville, Tennessee 37215.

Husband is awarded the property located at 1041 N. Highland Avenue, Murfreesboro, Rutherford County, Tennessee 37130, Map Reference 115-11-O, and Wife is divested of any and all right, title, claim and/or interest to such real property which is unencumbered and subject to Husband's obligation in paragraph 10 below. Said real property awarded to Husband is more fully described as follows:

Unit No. 9 of Oak Creek Medical Center, a Horizontal property Regime, as more particularly described in the plat of record, in Plat Book 16, page 216, and the Master Deed of record in Deed Book 545, page 650, all of which are of record in the Register's Office for Rutherford County, Tennessee.

Being a portion of the same property conveyed to Pullias Development Company, Inc., from Claude W. White and Zelma White Bryant, by Deed dated March 4, 1994, and recorded in Deed Book 521, page 363, in the Register's Office for Rutherford County, Tennessee.

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This property is subject to all easements, setbacks and other matters contained in said Plat or otherwise of record in the Register's Office of Rutherford County, Tennessee, and those restrictions and Covenants contained in the Master Deed and Declaration of Covenants, Conditions and Restrictions of Oak Creek Medical Center Owners' Association, of record in Book 545, page 650, of said Register's imposed by the City of Murfreesboro or other appropriate authority.

This is improved real property, known as: 1041 North Highland Avenue, Murfreesboro, TN 37130.

Husband is awarded the property and home located at 3145 Gause Road, Pleasant View, Robertson County, Tennessee 37146, subject to the lien in Paragraph 10 of this Agreement. Wife is divested of any and all right, title, claim and/or interest to such real property. Said real property awarded to Husband is more fully described in the deeds attached hereto as **Collective Exhibit A**. Wife agrees to cooperate in executing a Quitclaim Deed conveying her interest in the real property awarded to the Husband. There is a line of credit with Pinnacle Bank against the business, and Husband shall hold Wife harmless from said debt.

3. **AUTOMOBILES**. Wife is awarded all right, title and interest in and to the 2010 Ford F-250, Vehicle Identification #IFTSW2BRXAEA31484, and Husband is divested of all right, title, claim, and/or interest in said vehicle. There is no lien on the above said vehicle. Husband shall immediately provide Wife with keys to the vehicle awarded to her and shall cooperate in effectuating all paperwork to transfer ownership of said vehicle to her.

Wife is awarded all right, title and interest in and to the 2006 Mercedes E320 CDI, Vehicle Identification #WDBUF26J06A856251, and Husband is divested of all right, title, claim and/or interest in said vehicle. There is no lien on the above said vehicle. Husband shall immediately provide Wife with keys to the vehicle awarded to her and shall cooperate in effectuating all paperwork to transfer ownership of said vehicle to her.

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Wife is awarded all right, title and interest in and to the 1999 Sundowner Horse Trailer, and Husband is divested of all right, title, claim and/or interest in said trailer. There is no lien on the trailer. Husband shall cooperate in effectuating all paperwork to transfer ownership of said trailer to her.

Mary Lucille Noah is awarded the 2003 BMW 325, Vehicle Identification # WBAEV33473KL78961, and Husband and Wife are divested of all right, title, claim, and/or interest in said vehicle. There is no lien on the above said vehicle. Husband and Wife shall cooperate in effectuating all paperwork to transfer ownership of said vehicle to her.

Meredith Noah is awarded the 2011 BMW 325i, Vehicle Identification #WBAPH7C5XBE131057, and Wife is divested of all right, title, claim, and/or interest in said vehicle, and it is vest in Husband's name for the use and benefit of Meredith Noah. There is no lien on the above said vehicle. Upon Meredith graduation from college or age 23, whichever occurs first, Husband shall transfer title of this vehicle to Meredith Noah.

4. **BOAT.** Wife is awarded all right, title and interest in and 2008 Chaparral boat, and Husband is divested of all right, title, claim, and/or interest in said boat. There are no liens on the boat. Husband shall immediately provide Wife with keys to the boat awarded to her and shall cooperate in effectuating all paperwork to transfer ownership of said boat to Wife.

5. **FARM MACHINERY.** Husband is awarded all right, title and interest in and to the farm machinery listed below, and Wife is divested of all right, title, claim, and/or interest in said machinery.

a. 2005 New Holland Tractor TS110

b. 1999 Caterpillar Backhoe 426C

c. 2003 Hay Roller BR870

d. 2005 Hay Rake

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e. 2005 Hay Mower Kuhn

f. 1986 Deutz-Allis

h. 2004 Kabota Zero Turn ZD-21

i. 2005 Hay Tedder RT-5800-H

j. 2009 Honda ATV

k. 2010 John Deere Bat Wing Cutter CX15

There are no liens on any of the machinery. Wife shall immediately provide Husband with keys to the machinery awarded to Husband and shall cooperate in effectuating all paperwork to transfer ownership of said machinery to Husband.

6. **CHECKING AND SAVINGS ACCOUNTS.** The Money Market Account in the name of William H. Noah MD at Pinnacle Bank ending in numbers 9078 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the name of William H. Noah at Pinnacle Bank ending in numbers 0830 is awarded to Wife free and clear of any claim, title, right and/or interest of Husband.

The checking account in the names of William H. Noah MD and Margaret Ruth Noah at Pinnacle Bank ending in numbers 8430 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the joint names of the parties at Bank of America ending in numbers 2598 is awarded to Wife free and clear of any claim, title, right and/or interest of Husband.

The business checking account in the joint names of the parties at Bank of America ending in numbers 0744 is awarded to Wife free and clear of any claim, title, right and/or interest of Husband.

The funds being held in two (2) escrow accounts at the Davidson County Circuit Court Clerk's Office are awarded to Wife free and clear of any claim, title, right and/or interest of Husband. The Circuit

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Court Clerk is directed upon entry of the final decree of divorce to pay all such funds and accumulated interest to Wife.

The checking account in the name of Sleep Centers of Middle Tennessee at Bank of America ending in numbers 6374 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The savings account in the name of Sleep Centers of Middle Tennessee at Bank of America ending in numbers 4532 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the name of Sleep Center of Cool Springs at Bank of America ending in numbers 0739, is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the name of Employer Advantage Healthcare Solutions at Pinnacle Bank ending in numbers 0910 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the name of Medical Home Primary Care at Pinnacle Bank ending in numbers 4062 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the name of Sleep Management at Bank of America ending in numbers 5283 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the name of CPAP Division at Pinnacle Bank ending in numbers 3958 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the name of Sleep Doctors LLC at Pinnacle Bank ending in numbers 6982 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The joint checking account in the name of Avalon Brook Farm at Bank of America ending in numbers 1898 is awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the name of Avalon Press at Pinnacle Bank ending in numbers 1095 is

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awarded to Husband free and clear of any claim, title, right and/or interest of Wife.

The checking account in the name of ACO, LLC at Pinnacle Bank ending in numbers 2415 is awarded to the Husband free and clear of any claim, title, right and/or interest of the Wife.

The parties agree that the bank accounts awarded to each spouse shall be free and clear of any claim, title, right and/or interest of the other spouse and that as of May 7, 2013. Husband shall make no further withdrawals against any accounts awarded to Wife.

7. **RETIREMENT.** Wife is awarded all right, title, claim and/or interest in Husband's Middle Tennessee Center for Lung Disease 401k, and Husband is divested of all right, title, claim, and/or interest in such retirement account. The parties agree that the retirement account awarded to Wife shall be free and clear of any right, title, claim, and/or interest of Husband. If a Qualified Domestic Relations Order is required, it shall be prepared by attorney Jimmy Helton at Husband's expense.

8. **MISCELLANEOUS ASSETS.** Husband is awarded all items in the parties' Biblical artifacts collection (listed below), and Wife is divested of all right, title, claim, and/or interest in that collection. The Bible artifacts collection includes:

A. Torah Scroll

B. Genesis Midrash – Dead Sea Scroll Fragment

C. Isaiah 24 – Dead Sea Scroll Fragment

D. Isaiah 26 – Dead Sea Scroll Fragment

E. Deuteronomy – Dead Sea Scroll Fragment

F. 1522 Erasmus text with annotations (two volumes)

G. 1576 Foxe's Book of Martyrs

H. 1560 1st Edition Geneva Bible

I. 1569 Cassiodoro de Reina Bible

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J. 1612 2nd Edition King James Bible

K. 1762 King James Bible

L. 1594 Geneva Bible

The parties own a membership at Stones River Country Club which includes both social and golf privileges. Husband is hereby awarded the membership, free and clear of any right, title, claim, and/or interest of Wife.

Husband and Wife are each awarded fifty percent (50%) the $100,000 aggregate principal amount of the notes in OurHistree, Inc., ~~and Wife is divested of all right, title, claim, and/or interest in such investment.~~

Wife is awarded all right, title, claim, and/or interest in the five (5) Titans Permanent Seat Licenses (PSLs) and parking pass, and Husband is divested of all right, title, claim, and/or interest in such PSLs and parking pass.

Husband is awarded all of the parties' firearms, and Wife is divested of all right, title, claim, and/or interest in those firearms.

9. **BUSINESS INTERESTS.** Husband shall be awarded his business interests in Sleep Centers of Middle Tennessee, PLLC (100% ownership); Sleep Center of Cool Springs, PLLC (51% ownership); Employer Advantage Healthcare Solutions, LLC (56% ownership); Medical Home Primary Care, PLLC (100% ownership); Sleep Doctor, LLC (100% ownership); ACO, LLC (40% interest); National Museum of Biblical History (100% ownership); Avalon Press (100% ownership); and Avalon Brook Farms (100% ownership), including all assets, equipment, accounts receivable and debts associated with said business, free and clear of any claim, title, right and/or interest of the Wife, and Wife shall be divested of any interests in said businesses, and Husband shall hold Wife harmless for any liability thereon.

10. **FURTHER PROPERTY DIVISION.** Husband shall pay to Wife a sum of One Million, Two Hundred Thousand Dollars ($1,200,000) as further property division of the marital estate. Husband shall pay this amount in payments of $5,000 per month for 12 months beginning June 1, 2013, and then beginning June 1, 2014, Husband shall pay Wife Seven Thousand Nine Hundred Seventeen Dollars ($7,917) per month for 144 months for a total of 13 years to secure this further division of the marital estate. Wife is awarded a lien on Husband's real property at 3145 Gause Road, Pleasant View, Tennessee 37146 and 1041 North Highland Avenue, Murfreesboro, Tennessee 37130 to secure this debt to Wife. In the event of the sale of 3145 Gause Road, Pleasant View, Tennessee or 1041 North Highland Avenue, Murfreesboro, Tennessee or any part thereof, Husband shall pay one-half of any net proceeds from the sale after the usual and customary costs such as real estate commission and title fees, to Wife to reduce the payment term of his obligations and debt under this paragraph 10 hereunder.

11. **ALIMONY.** This is a long-term marriage and Wife, who has been a stay-at-home parent and homemaker, is economically disadvantaged but it is contemplated that she will resume work as a teacher in the next 2 years. Husband shall pay to Wife alimony *in futuro* in the sum of Six Thousand Dollars ($6,000) per month, beginning June 1, 2013, and continuing thereafter payable on the first day of each month until Wife's death or remarriage or Husband's death. Husband shall maintain a life insurance policy in the amount of One Million Dollars ($1,000,000) naming Wife the sole and irrevocable beneficiary and securing his alimony *in futuro* obligation. Husband shall also annually in January provide Wife with proof that such policy is still in force and that she is the beneficiary of the policy. Such alimony shall be considered taxable to Wife and tax deductible to Husband for federal income tax purposes.

12. **DEBTS.** Husband agrees to pay and assume sole responsibility for the balance owed on the Sleep Centers of Middle Tennessee $350,000 Line of Credit through Pinnacle National Bank, and indemnify and hold Wife harmless from any further liability thereon.

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Husband agrees to pay and assume sole responsibility for the balance owed on the Medical Home Primary Care $100,000 Line of Credit through Pinnacle National Bank, and indemnify and hold Wife harmless from any further liability thereon.

Husband agrees to pay and assume sole responsibility for the balance owed on his American Express account ending in numbers 3006, and indemnify and hold Wife harmless from any further liability thereon.

Husband agrees to pay and assume sole responsibility for the balance owed on his Marriott Chase Visa account ending in numbers 7487, and indemnify and hold Wife harmless from any further liability thereon.

Husband agrees to pay and assume sole responsibility for the balance owed on the Sleep Centers of Middle Tennessee Platinum Business Rewards credit card account ending in numbers 5381, and indemnify and hold Wife harmless from any further liability thereon.

Husband agrees to pay and assume sole responsibility for the balance owed on the Sleep Centers of Middle Tennessee Capital One Visa account ending in numbers 3686, and indemnify and hold Wife harmless from any further liability thereon.

Wife agrees to pay and assume sole responsibility for the balance owed on her Bank of America Visa credit card ending in numbers 5045, and indemnify and hold Husband harmless from any further liability thereon.

Wife agrees to pay and assume sole responsibility for the balance owed on her Southwest Visa credit card ending in numbers 7478, and indemnify and hold Husband harmless from any further liability thereon.

Wife agrees to pay and assume sole responsibility for the balance owed on her Bank of America Visa credit card ending in numbers 7487, and indemnify and hold Husband harmless from any further

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liability thereon.

The parties warrant and represent that there is no other joint debt, except as specifically set forth herein. Except as specifically set forth herein, each party is awarded those debts, credit card charges or other liabilities in their separate names and shall indemnify and keep the other spouse harmless from any further liability thereon. The parties agree not to incur any additional debt in the joint names of the parties, or in the other parties' name hereafter.

13. **HOUSEHOLD GOODS AND OTHER PERSONAL PROPERTY**. Each party shall receive those items of household furnishings and personal property which is awarded to them as set forth in "**Exhibit B**" free and clear of any claim, right, title and/or interest of the other spouse. Additionally, each party shall receive their personal clothing, shoes, accessories, jewelry, and items of household goods or personal property gifted to them, inherited by them, or which they brought into the marriage.

14. **AIRLINE MILEAGE OR REWARD POINTS**. Any airline mileage or reward points available under the parties' credit card accounts shall be divided equally between the parties as of May 7, 2013.

15. **HEALTH INSURANCE COVERAGE.** Wife shall be removed from the Husband's insurance plan on the date the final decree of divorce is entered. Each party currently also has their own health insurance policy.

16. **LIFE INSURANCE.** Wife is awarded the cash out value (net of taxes) of the Pacific Life Variable Universal life insurance policy ending in numbers 58001, free and clear of any claim, title, right and/or interest of Husband, and Husband is divested of any interest in cash value of said life insurance policy. Husband may continue to maintain this policy at his cost.

Husband is awarded the Prudential 20 Year Term with Conversion life insurance policy ending in numbers 4342, free and clear of any claim, title, right and/or interest of Wife, and Wife is divested of any

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interest in said life insurance policy, provided; however, that for so long as Husband has an obligation to pay Wife on the asset division as set forth in Paragraph 10 above, Wife shall be the beneficiary of this policy, and Husband shall each January provide proof that Wife is the beneficiary and that the policy is in force.

Husband is awarded the Bluecross BlueShield Term life insurance policy ending in numbers 7355 free and clear of any claim, title, right and/or interest of Wife, and Wife is divested of any interest in said life insurance policy.

17. **COURT COSTS.** Husband shall pay unpaid court costs associated with this divorce for which execution shall issue, if necessary.

18. **TAXES.** The parties agree as follows in respect of any federal and state income tax returns heretofore or hereafter jointly filed by them for any tax year. If there shall be a deficiency assessment with respect to any such joint return of any tax year for which a joint return was filed, or shall hereafter be filed, the Husband shall duly pay such amount as shall be determined to be due thereon and any interest or penalties with respect thereto and any expenses in connection with any contest by Husband of the assessment. Husband agrees to indemnify and hold Wife harmless on any liability for any prior tax returns. In the event of a refund for any year the parties filed a joint return, Husband shall receive the refund. The parties shall file a separate federal income tax return for the calendar year 2013.

19. **ATTORNEY'S FEES, MEDIATION COSTS.** Husband shall pay Fifty Five Thousand Dollars ($55,000) of Wife's individual and separate attorney fees and costs owed to her attorneys, Helen S. Rogers and Rogers, Kamm & Shea. Husband shall pay Wife's attorney fees in monthly payments of Five Thousand Dollars ($5,000) beginning on July 1, 2013, and continuing thereafter payable on the first day of each month thereafter for eleven (11) months. Husband shall be solely responsible for paying all of Husband's individual and separate attorney fees, expert fees and costs, and costs owed to Husband's

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attorney, David Garrett. The costs of mediation with Bobby Jackson shall be paid by Husband. Husband shall within 60 days of this Agreement pay Kurt Myers CPA the sum of Six Thousand Dollars ($6,000) for his services to Wife.

GENERAL PROVISIONS.

20. The parties' youngest child, Meredith Noah, will be eighteen years old on May 25, 2013, and graduates from high school on May 19, 2013. The parties represent that Husband's *pendente lite* support has been for May 2013 and meets or exceeds the child support guidelines.

21. Except as otherwise provided herein, each party shall be solely and separately responsible for paying any and all debts heretofore contracted for or incurred by him or her and shall hold the other party harmless and indemnify the other party from any liability therefor. Further, neither party shall contract any indebtedness on the credit of the other from and after the date of execution of this agreement.

22. In the event that a creditor of either party seeks to compel the other party 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 which such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

23. In the event that 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 be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

24. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the **Circuit Court for Davidson County, Tennessee.** This agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the

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parties.

25. It is further understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge of any and all claims arising out of their marital relationship.

26. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent, or distribution, or right to act as an 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

28. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation and with the advice of counsel. The provisions of this agreement and their legal effect are fully known by each other of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein. Both parties are represented by counsel.

29. It is understood and agreed between the parties that, as part of the consideration for the execution of this agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

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30. The parties warrant and represent that there are no assets owned by them, either jointly or separately, and that they have no interest in any other assets other than those which are reflected by the terms of this Agreement. The parties acknowledge that they have made full and complete disclosure to each other and their respective attorneys of all assets in which they have an interest. Should it develop there were undisclosed assets, the party to whom the assets were not disclosed shall have the right to an equitable share of the undisclosed assets and that right is specifically reserved despite the remaining terms of this Agreement or any applicable statute of limitation.

31. Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts, or payments and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under Title 11 U.S.C.A. § 523(5), which is not dischargeable in Bankruptcy as to the other party. Any debt incurred by either party since their separation shall be their separate responsibility and they shall hold each other harmless from any liability thereon.

32. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

33. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties and this requirement cannot be waived by oral agreement.

34. This Agreement shall be construed under the laws of the State of Tennessee.

35. Enforcement by Motion: The parties acknowledge that the signing of this Agreement shall confer on either party the right to compel enforcement of this Agreement by motion to the Court.

IN WITNESS WHEREOF, the parties have set their signatures.

MAN
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5/7/13
DATE

Melody Peck Noah
MELODY PECK NOAH

5/7/13
DATE

William H. Noah
WILLIAM H. NOAH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Helen S. Rogers, a Notary Public in and for the aforesaid State and County, the within-named **MELODY PECK NOAH**, with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

Helen S. Rogers
NOTARY PUBLIC

My Commission Expires _____.

HELEN S. ROGERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES:
August 23, 2016

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Cynthia W. Sharp, a Notary Public in and for the aforesaid State and County, the within-named **WILLIAM H. NOAH**, with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

Cynthia W. Sharp
NOTARY PUBLIC

CYNTHIA W. SHARP NOTARY PUBLIC AT LARGE SUMNER COUNTY, TN

My Commission Expires 3/2/15.
DATE

SEND TAX BILLS TO:
Wm. Noah
745 Jaime Rd.
Pleasant View TN

THIS INSTRUMENT PREPARED
BY: Clyde W. Richert III
Attorney at Law
Springfield, Tennessee.

FILED
2013 MAY -8 AM 8:39
RICHARD R. ROOKER, CLERK
D.C.

Map 111
Parcel 27.00 P/O

THIS DEED OF CONVEYANCE, executed and delivered by **BARBARA M. WATTS**, and **BETTYE KIMBROUGH**, hereinafter called the Grantors, to **WILLIAM H. NOAH**, hereinafter called the Grantee;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors have this day bargained and sold, and do by these presents hereby sell, transfer and convey unto the said Grantee, heirs and assigns, a certain tract or parcel of land located in the 14th Civil District of Robertson County, Tennessee, being more particularly described as follows, to-wit:

Beginning at a point in the intersection of the easterly margin of Balthrop Road and the southerly R.O.W of Gause Road, said point being the most west northwest corner of this tract of land and continuing as follows; thence with the R.O.W of said Gause road with a curve to the left having a radius of 739.13 feet, an arc distance of 259.63 feet, a chord bearing of N 45 deg. 01' 47" E, 258.30 feet; thence N 33 deg. 44' 23" E, 333.50 feet; thence with a curve to the right having a radius of 279.23 feet, an arc distance 205.52 feet, a chord bearing of N 54 deg. 49' 25" E, 200.91 feet; thence N 75 deg. 54' 07" E, 864.04 feet to an iron pin in said R.O.W of Gause Road; thence leaving said R.O.W of Gause Road with a new line S 04 deg. 58" 34" E, 303.97 feet to a power pole; thence N 70 deg. 22' 28" E, 375.69 feet to a power pole; thence S 34 deg. 07' 13" E, passing an iron pin pointer on the northwesterly side of a gully, in all 104.06 feet to a point in the center of said gully; thence with the center of said gully N 44 deg. 09' 04" E, 176.88 feet; thence N 76 deg. 15' 53" E, 62.20 feet; thence N 23 deg. 15' 45" E, 34.30 feet; thence N 36 deg. 08' 34" E. 62.84 feet; thence N 28 deg. 24' 48" E 47.00 feet; thence N 78 deg. 51' 01" E, 115.48 feet; thence N 54 deg. 36' 30" E, 35.31 feet; thence S 89 deg. 50' 54" E, 61.76 feet to a point in the center of said gully; thence leaving said gully N 06 deg. 34' 19" W, passing an iron pin pointer on the northerly side of said gully, in all 174.73 feet to an iron pin in the southerly R.O.W of said Gause Road; thence with the R.O.W of said Gause Road N 62 deg. 14' 09" E, 21.80 feet; thence with a curve to the right having a radius of 411.41 feet, an arc distance of 179.43 feet, a chord bearing of N 74 deg. 43' 49" E, 178.02 feet; thence N 87 deg. 13' 29" E, 109.99 feet; thence N 82 deg. 15' 04" E, 37.40 feet to an iron fence post in said R.O.W of Gause, said iron fence post being the most north northeast corner of this tract of land and being a corner to William H. Noah; thence leaving said R.O.W of Gause Road with the line of said Noah S 21 deg. 54' 16" E, passing an iron pin pointer on the northerly bank of a creek, in all 93.82 feet to a point in the center of said creek being the most east

Frankie Fletcher, Register
Robertson County, Tennessee
Instrument 68530
Rec #: 75056
Rec'd: 12.00
State: 66.48
Clerk: 1.00
EDP: 2.00
Total: 682.48
Recorded 6/27/2001 at 10:25 am
In Record Book 682, Pages 800-802

Page 800

WM
NN

EXHIBIT A

southeast corner of this tract of land; thence with the center of said creek S 39 deg. 26' 34" W, 95.61 feet; thence S 11 deg. 11' 27" W, 157.67 feet thence S 05 deg. 51' 54 " W, 201.73 feet; S 05 deg. 20' 18" E, 125.40 feet; thence S 05 deg. 04' 43" W, 71.20 feet; thence S 14 deg. 59' 13" W, 50.07 feet; thence S 52 deg. 15' 01" W, 42.46 feet; thence 03 deg. 49' 39" W, 47.48 feet; thence S 48 deg. 33' 05" W, 74.30 feet; thence S 20 deg. 53' 03" W, 67.24 feet; thence S 47 deg. 25' 41" W, 91.98 feet; thence S 65 deg. 38' 02" W, 101.24 feet; thence S 54 deg. 20' 39" W, 38.52 feet; thence S 74 deg. 38' 40" W, 52.89 feet; thence S 67 deg. 51' 02" W, 136.30 feet; thence S 86 deg. 49' 35" W, 42.22 feet; thence S 64 deg. 27' 34" W, 36.32 feet; thence S 32 deg. 58' 52" W, 26.05 feet; thence S 22 deg. 35' 25" W, 51.84 feet; thence S 33 deg. 07' 29" W, 63.88 feet thence S 52 deg. 34' 12" W, 53.45 feet; thence S 75 deg. 39' 19" W, 65.72 feet; thence S 50 deg. 26' 52" W, 79.18 feet; thence S 13 deg. 31' 11" W, 101.91 feet; thence S 21 deg. 57' 49" W, 68.06 feet; thence S 12 deg 33' 27" W, 93.49 feet; thence S 02 deg. 03' 36" W, 106.93 feet to a point in the center of said creek with an iron pin pointer on the east bank of said creek, said point being the southwest corner of William H. Noah, appearing of record in Record Book 600, Page 484 in the R.O.R.C.T., and being the most south southeast corner of this tract of land in Kenneth Balthrop northerly line; thence with the line of said Balthrop N 82 deg. 53' 09" W, 1466.69 feet to a stone being the northwest corner of said Balthrop; thence S 07 deg. 35' 34" W, 113.30 feet to a fence post in the northeasterly margin of said Balthrop Road being the most south southwest corner of this tract of land; thence with the margin of said Balthrop Road N 64 deg. 24' 05" W, 209.10 feet; thence with a curve to the right having a radius of 88.80 feet, an arc distance of 109.19 feet, a chord bearing of N 29 deg. 10' 29"W, 102.44 feet to a point in the easterly margin of said Balthrop Road; thence N 06 deg. 03' 07" E, 271.25 feet; thence N 04 deg. 24' 54" E, 106.73 feet; thence N 04 deg. 12' 34" W, 29.63 feet to the point of beginning, containing 60.14 acres, more or less as surveyed by John D. Sprouse, License No. 957, whose address is 500 Eagle Trail, Springfield, Tennessee, 37172, dated June 2, 2001.

The above described property is the major portion of that property conveyed to Mary Elizabeth W. Watts and husband Howard F. Watts by deed from Mary Elizabeth W. Watts at Deed Book 134, page 75, Register's Office for Robertson County, Tennessee, where the title to the property hereinabove described is fully delineated.

The said Howard F. Watts died on June 3, 1987, leaving Mary Elizabeth W. Watts as the sole owner. The said Mary Elizabeth W. Watts died testate on May 24, 1999, and by her Last Will and Testament, devised this property to her daughter, Barbara M. Watts for her lifetime, with remainder to her other daughter, Bettye Kimbrough. Said Will being of record in Will Book 11, Page 375, Clerk and Master's Office for Robertson County, Tennessee. By their joint signature hereto, the Grantors thus convey all interest in said property to the Grantee.

TO HAVE AND TO HOLD the premises aforesaid, together with all the appurtenances and immunities thereto pertaining, unto the said Grantee, heirs and assigns.

The Grantors further covenants with the Grantee, heirs and assigns, that they have a good and perfect right to convey same, and that said property is unencumbered.

MN

The Grantors further covenant with the Grantee that they will warrant and forever defend the title to said property against the lawful claims and demands of all persons whomsoever.

Taxes are to be prorated and possession granted as of the date of this deed.

IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this the 26 day of June, 2001.

BARBARA M. WATTS

BETTYE KIMBROUGH

STATE OF TENNESSEE)
COUNTY OF ROBERTSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Barbara M. Watts and Bettye Kimbrough , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who under oath acknowledged that they executed the foregoing instrument for the purposes and considerations therein contained.

WITNESS my hand and official seal of office this the 26 day of June, 2001.

NOTARY PUBLIC

My Commission Expires: 4/19/03

STATE OF TENNESSEE)
COUNTY OF ROBERTSON)

I or we, hereby swear or affirm that the actual consideration for this transfer, or value of property or interest in property transferred, whichever is greater, is $180,420.00 which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

AFFIANT

SUBSCRIBED and SWORN to before me this the 26 day of June, 2001.

NOTARY PUBLIC/~~Register~~

My Commission Expires: 4/19/03
C:\WPDOCS\TITLE\williamhoah.wpd

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INDEXED

FILED

2013 MAY -8 AM 8:32

RICHARD R. ROOKER, CLERK

Frankie Fletcher, Register
Robertson County Tennessee

Rec #: 49162 Instrument 40900
Rec'd: 16.00 MRK: 34 Pg 14
State: 1110.00
Clerk: 1.00 Recorded
EDP: 2.00 1/7/2000 at 10:00 am
Total: 1129.00 in Record Book
596 Pages 445-448

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 300,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF January, 00

PATRICK NICHOLLS NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

MY COMMISSION EXPIRES: March 24, 2001
LARGE (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
METROPOLITAN ESCROW, INC., 217 Pineway Drive, Goodlettsville, TN 37217

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William H. Noah (NAME)	New Owner (NAME)	MAP 111
1302 Shagbark Trail (ADDRESS)	(ADDRESS)	PARCEL 19.04,
Murfreesboro, TN. 37130 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	19.05,19.12,19.13

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Carol E. Hite, a/k/a Carol Hite, a widow

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO William H. Noah, married

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Robertson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

A certain tract or parcel of land situate in the 4th Civil District of Robertson County, Tennessee, described as follows to wit:

BEGINNING at an iron pin (old) in the south margin of Gause Road, said pin being the most northeast corner of property of Jack Hite, as appears in Deed Book 311, Page 699, RORCT, and the most northwest corner of property of Donald R. Galbreth as appears in Deed Book 320, page 632, excluding property conveyed in Deed Book 311, page 699, RORCT, and continuing as follows: with the west. line of Galbreth S 1 deg. 15 min. 30 sec. E 425.22 feet to an iron post (old) in a hollow, thence continuing up the hollow S 20 deg. 03 min. 12 sec. E 224.13 feet, S 40 deg. 04 min. 31 sec. E 118.91 feet, and S 6 deg. 14 min. 45 sec. E 184.90 feet to a point in the hollow, thence leaving the hollow S 15 deg. 13 min. 59 sec. W 134.37 feet to a 3 prong white oak tree, thence S 34 deg. 33 min. 55 sec. E 905.65 feet to an iron post (old) a corner to Galbreth and another tract of Donald R. Galbreth, whose deed appears in Deed Book 338, page 564, RORCT, thence with the line of Galbreth S 4 deg. 59 min. 28 sec. W 714.08 feet to an iron pin (new), a corner to Galbreth and N 82 deg. 21 min. 54 sec. W 1202.78 feet to a point in the center of Lick Branch with an iron pin (old) on the west bank, thence with the center of the branch N 18 deg. 16 min. 52 sec. E 72.14 feet, N 10 deg. 10 min. 20 sec. E 86.15 feet, N 5 deg. 08 min. 50 sec. E 98.99 feet, N 16 deg. 40 min. 57 sec. W 51.73 feet, N 46 deg. 16 min. 02 sec. W

CONTINUED

This is (unimproved ( ) improved (X) property, known as 1145 Gause Road, Pleasant View, TN 37146 (House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out: and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. 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 hand this 5th day of January 20 00

Carol E. Hite

Carol E. Hite

MN

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 Carol E. Hite, a/k/a Carol Hite', a widow

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 and official seal at Nashville, Tennessee, this 5th day of January, 2000.

Commission expires March 24, 2001

Notary Public

PATRICIA NICHOLLS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon _____ oath(s) acknowledged _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____, 20____.

My commission expires _____

_____
Notary Public

Page 446

WAN
MN

LEGAL DESCRIPTION CONTINUATION

53.77 feet, N 50 deg. 24 min. 11 sec. W 132.39 feet, N 63 deg. 50 min. 24 sec. W 47.15 feet, N 50 deg. 25 min. 42 sec. W 24.43 feet, N 32 deg. 42 min. 31 sec. W 221.33 feet; N 26 deg. 40 min. 23 sec. W 218.78 feet, N 22 deg. 41 min. 40 sec. W 117.13 feet, N 8 deg. 05 min. 41 sec. W 38.10 feet, N 6 deg. 58 min. 07 sec. W 40.59 feet, N 6 deg. 22 min. 57 sec. E 591.26 feet, N 37 deg. 09 min. 26 sec. E 180.15. feet to a point in the branch, a corner to Mary E. Watts as appears in Deed Book 101, page 238, RORCT, thence with the line of Watts S 85 deg. 17 min. 28 sec. W 97.75 feet to a steel fence post in the south margin of Gause Road, thence with the said margin of Gause Road, N 62 deg. 50 min. 00 sec. E 52.89 feet to a point, N 55 deg. 21 min. 38 sec. E 67.59 feet to a point, N 44 deg. 48 min. 28 sec. E 52.64 feet to a point, N. 41 deg. 31 min. 43 sec. E 150.09 feet to a point, N 44 deg. 42 min. 27 sec. E 158.17 feet to a point, N 52 deg. 33 min. 57 sec. E 53.78 feet to a point, N 57 deg. 21 min. 16 sec. E 159.93 feet to a point, N 67 deg. 51 min. 43 sec. E 123.32 feet to a point and N 65 deg. 01 min. 02 sec. E 128.73 feet to a point about 9 feet south of a metal culvert under Gause Road, thence N 73 deg. 15 min. 00 sec. E 169.00 feet to a car axle buried 4 inches underground and S 81 deg. 04 min. 38 sec. E 39.00 feet to the point of beginning, containing 61.64 acres, more or less, as per survey by Jack L. Head, RLS Tenn. No. 670, whose address is 2127 Memorial Boulevard, Springfield, Tennessee, dated October 15, 1996.

INCLUDED, BUT SPECIFICALLY EXCLUDED FROM THE ABOVE TRACT IS THE FOLLOWING DESCRIBED TRACT:

A certain tract or parcel of real estate situate in the 7th Civil District of Robertson County, Tennessee, described as follows to wit:

BEGINNING at an iron post (old) in the south margin of Gause Road, said post being the most northwest corner of property of Jack Hite, as appears in Deed Book 351, page 542, RORCT, and a corner to property of Mary E. Watts, as appears in Deed Book 101, page 238, RORCT, and the most northwest corner of this tract and continuing as follows: with the said margin of Gause Road N 82 deg. 50 min. 00 sec. E, 52.89 feet to a point, thence N. 54 deg. 37 min. 28 sec. E 66.37 feet to a point, thence N 46 deg. 44 min. 11 sec. E 57.92 feet to an iron pin (new), a new corner to Hite, thence with a new line to Hite, S 48 deg. 28 min. 17 sec. E, 121.87 feet to an iron pin (new), thence S 37 deg. 09 min. 26 sec. W, 248.19 feet to an iron pin (new), thence S 6 deg. 22 min. 57 sec. W 777.31 feet to a point in the center of Lick Branch with an iron pin (new) on the west bank, said point being a new corner to Hite in the line of property of Clarence Dean Taylor, as appears in Deed Book 325, page 125, RORCT, thence with the center of Lick Branch N 23 deg. 47 min. 12 sec. W, 161.38 feet to a point, thence N 8 deg. 05 min. 41 sec. W, 38.10 feet to a point, thence N 6 deg. 58 min. 07 sec. W, 40.49 feet to a point at the most northern corner to property of Taylor and a corner to property of Mary E. Watts, thence continuing with the center of the branch and the line of Watts N 6 deg. 22 min. 57 sec. E 591.26 feet to a point, thence N 37 deg. 09 min. 26 sec. E 180.15 feet to a point, thence leaving the branch and continuing with the line of Watts S 85 deg. 17 min. 28 sec. W, 97.75 feet to the point of beginning containing 2.33 acres as per survey by Jack L. Head, RLS Tenn. No. 670, who address is 2127 Memorial Boulevard, Springfield, Tennessee, 37172, dated June 8, 1999.

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LEGAL DESCRIPTION CONTINUATION

EASEMENT: The above described property is subject to a 30-foot easement for ingress and egress recorded in Deed Book 325, Page 125, RORCT.

RESTRICTIONS: Certain portions of the above described real estate is subject to mobile home restrictions set out in Deed Book 311, Page 699; Deed Book 272, Page 254; and Deed Book 282, Page 839, all in the Register's Office for Robertson County, Tennessee.

BEING part of the same property conveyed to C. Jack Hite, Jr. and wife, Carol Hite by deed from Virginia Ann Murphey Head and husband, Rufus Edward Head, Sr., of record in Deed Book 272, Page 254, RORCT and being part of the same property conveyed to Jack Hite and wife, Carol T. Hite, by deed from Alan Shane McLaughlin and wife, Robin S. McLaughlin of record in Deed Book 311, Page 699, RORCT, and being part of the same property conveyed to C. Jack Hite, Jr. and wife, Carol E. Hite, by deed from Jesse W. Head and wife, Dorothy Faye Craig Head of record in Deed Book 293, Page 12, RORCT, and being the same property conveyed to C. Jack Hite and wife, Carol E. Hite by deed from Lee Andre Teasley and wife, Jennifer H. Teasley of record in Deed Book 351, Page 542, RORCT, and being part of the same property conveyed to C. Jack Hite, Jr. and wife, Carol Hite, by deed from Virginia Ann Murphey Head and husband, Rufus Edward Head, Sr, of record in Deed Book 273, Page 582, RORCT. See also deeds of conveyance to Clarence Dean Taylor and wife, Pearl Henderson Taylor of record in Deed Book 325, Page 125, and Deed Book 569, Page 575, Register's Office for Robertson County, Tennessee. See also Deed of Conveyance to Donald R. Galbreth and wife, Phyllis G. Galbreth of record in Deed Book 352, Page 565; Trustee's Deed of record in Deed Book 547, Page 631; Quitclaim Deed of record in Deed Book 548, Page 256; and Quitclaim Deed of record in Deed Book 548, Page 260, RORCT. C. Jack Hite, Jr. now being deceased.

This conveyance is subject to Restrictive Covenants of record in Book 272, Page 254 and Book 273, Page 582, which is amended by Book 282, Page 839, Register's Office for said County.

This conveyance is subject to any and all existing restrictions and easements of record.

Grantee to be responsible for any rollback taxes assessed.

MN
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FILED

2013 MAY -8 AM 8:32

RICHARD R. ROOKER, CLERK

_____ D.C.

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 27,000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF January 19 00
Notary Public
MY COMMISSION EXPIRES: March 24, 2001
(AFFIX SEAL)

PATRICIA NICHOLS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
METROPOLITAN ESCROW, INC., 217 Pineway Drive, Nashville, TN 37217

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL NUMBERS
William H. Noah	NEW OWNER	PRT OF MAP #111-
(NAME)	(NAME)	
1302 Shagbark Trail		PARCEL #19.13;MAP
(ADDRESS)	(ADDRESS)	#111, PARCEL #27.01 &
Murfreesboro, TN. 37130		MAP #111-Parcel #31.02
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Clarence Dean Taylor and wife, Pearl Henderson Taylor

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO William H. Noah, married

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Robertson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

SEE ATTACHED FOR COMPLETE LEGAL DESCRIPTION

INDEXED

Frankie Fletcher, Register
Robertson County Tennessee
Rec #: 48127 Instrument 40865
Rec'd: 16.00 Bk: 34 Pg 11
State: 99.90
Clerk: 1.00 Recorded
EDP: 2.00 1/6/2000 at 12:30 pm
Total: 118.90 in Record Book
596 Pages 330-333

unimproved (X)
This is improved ( ) property, known as Gause Road, Pleasantview, TN 37146
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered; unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. 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 our hand s o this 5th day of January 19 00

Clarence Dean Taylor

Clarence Dean Taylor

Pearl H. Taylor

Pearl Henderson Taylor

WMN
MN

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 Clarence Dean Taylor and wife, Pearl Henderson Taylor

the bargainor S, 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 Nashville, Tennessee, this 5th day of February, 2001.

Commission expires March 24, 2001

Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon _____ oath(s) acknowledged _____ to be the _____ and _____ respectively of the _____, the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____ 19_____.

My commission expires _____

Notary Public

PATRICIA NICHOLLS NOTARY PUBLIC DAVIDSON COUNTY

MN

LEGAL DESCRIPTION

1 of 3 Tracts:

A certain tract or parcel of real estate situate in the 7th Civil District of Robertson County, Tennessee, described as follows to wit:

BEGINNING at an iron post (old) in the south margin of Gause Road, said post being the most northwest corner of property of Jack Hite, as appears in Deed Book 351, page 542, RORCT, and a corner to property of Mary E. Watts, as appears in Deed Book 101, page 238, RORCT, and the most northwest corner of this tract and continuing as follows; with the said margin of Gause Road N 82 deg. 50 min. 00 sec. E, 52.89 feet to a point, thence N 54 deg. 37 min. 28 sec. E 66.37 feet to a point, thence N 46 deg. 44 min. 11 sec. E 57.92 feet to an iron pin (new), a new corner to Hite, thence with a new line to Hite, S 48 deg. 28 min. 17 sec. E, 121.87 feet to an iron pin (new), thence S 37 deg. 09 min. 26 sec. W, 248.19 feet to an iron pin (new), thence S 6 deg. 22 min. 57 sec. W 777.31 feet to a point in the center of Lick Branch with an iron pin (new) on the west bank, said point being a new corner to Hite in the line of property of Clarence Dean Taylor, as appears in Deed Book 325, page 125, RORCT, thence with the center of Lick Branch N 23 deg. 47 min. 12 sec. W, 161.38 feet to a point, thence N 8 deg. 05 min. 41 sec. W, 38.10 feet to a point, thence N 6 deg. 58 min. 07 sec. W, 40.59 feet to a point at the most northern corner to property of Taylor and a corner to property of Mary E. Watts, thence continuing with the center of the branch and the line of Watts N 6 deg. 22 min. 57 sec. E 591.26 feet to a point, thence N 37 deg. 09 min. 26 sec. E 180.15 feet to a point, thence leaving the branch and continuing with the line of Watts S 85 deg. 17 min. 28 sec. W, 97.75 feet to the point of beginning containing 2.33 acres as per survey by Jack L. Head, RLS Tenn. No. 670, whose address is 2127 Memorial Boulevard, Springfield, Tennessee, 37172, dated June 8, 1999.

Being part of the same property conveyed to Clarence Dean Taylor and wife, Pearl Henderson Taylor, by deed from Carol Hite, of record in Book 569, Page 575, Register's Office for Robertson County, Tennessee.

2 of 3 Tracts:

A certain tract or parcel of real estate situate in the 14th Civil District of Robertson County, Tennessee, described as follows to wit:

BEGINNING at a point in the center of a creek marked by a witness pin (new) on the easterly bank, the southeast corner of a tract of land which belongs to Mary E. Watts, having deed references in Deed Book 101, page 238, and Deed Book 58, page 30, Register's Office for Robertson County, Tennessee, in the northerly boundary of a tract of land which belongs to Grady D. Balthrop, having a deed reference in Deed Book 116, page 453, Register's Office for Robertson County, Tennessee, the southwest corner of this tract and continuing as follows, N 14 deg. 52' 00" E, 127.28 feet to a point in the center of said creek, in the easterly boundary of said tract of land which belongs to Mary E. Watts, marked by a witness pin (new) on the easterly bank, the southwest corner of a tract of land which belongs to C. Jack Hite, Jr., having a deed reference in Deed Book 293, page 12, Register's Office for Robertson County, Tennessee; thence, S 74 deg. 56' 04" E, 205.13 feet to a fence post (old) in the southerly boundary of said tract of land which belongs to C. Jack Hite, Jr., a corner of said tract of land which belongs to Grady D. Balthrop; thence, with the boundary of said tract of land which belongs to Grady D. Balthrop, as follows, S 18 deg. 25' 06" W, 141.03 feet to a stone (old); thence, N 71 deg. 00' 04" W, 196.90 feet to the point of beginning, containing 0.62 acres, more or less, as surveyed by Richard C. Kessinger, R.L.S., Tennessee License #1038, d/b/a Kessinger & Associates, 610 South Main Street, Springfield, Tennessee, 37172, dated September 2, 1993,

Being the same property conveyed to Clarence Dean Taylor and wife, Pearl H. Taylor, by deed from Jesse W. Head and wife, Dorothy Faye Craig Head, of record in Book 325, Page 118, Register's Office for Robertson County, Tennessee.

WM
MN

LEGAL DESCRIPTION (Continued)

3 of 3 Tracts:

A certain tract or parcel of real estate situate in the 14th Civil District of Robertson County, Tennessee, described as follows to wit:

BEGINNING at a point in the center of a creek, marked by a witness pin (new) on the westerly bank the northeast corner of a tract of land which belongs to Jesse W. Head, having deed references in Deed book 133, page 396, and Deed Book 119, page 424, Register's Office for Robertson County, Tennessee, the northwest corner of a tract of land which belongs to Grady D. Balthrop, having a deed reference in Deed book 116, page 453, Register's Office for Robertson County, Tennessee, the southeast corner of this tract and continuing as follows, N 78 deg. 10' 46" W., 78.90 feet; thence, N 79 deg. 31' 10" W, 78.43 feet; thence, N 75 deg. 32' 20" W, 165.43 feet; thence, N 74 deg. 29' 29" W, 221. 16 feet; thence, N 75 deg. 43' 14" W, 264.10 feet; thence, N 74 deg. 11' 32" W, 282.22 feet, to a fence post (old) a corner of said tract of land which belongs to Grady D. Balthrop, the northeast corner of a second tract of land which belongs to Jesse W. Head, having a deed reference in Deed Book 146, page 359, Register's Office for Robertson County, Tennessee; thence, N 74 deg. 56' 04" W, 205.13 feet to a point in the center of a creek, marked by a witness pin (new) on the easterly bank, the northwest corner of said second mentioned tract of land which belongs to Jesse W. Head, in the easterly boundary of a tract of land which belongs to Mary E. Watts, having deed references in Deed Book 101, page 238, and Deed Book 58, page 30, Register's Office for Robertson County, Tennessee; thence, with the center of said creek in the easterly boundary of said tract of land which belongs to Mary E. Watts, as follows. N 18 deg. 12' 23" E, 72.11 feet; thence, N 31 deg. 01' 01" E, 59.76 feet; thence, N 22 deg. 30' 50" E, 84.29 feet; thence, N 28 deg. 15' 47" E, 33.55 feet; thence, N 59 deg. 26' 10" E, 64.86 feet; thence N 84 deg. 08' 02" E, 61.92 feet; thence, N 71 deg. 35' 01" E, 35.57 feet; thence, N 51 deg. 17' 21" E, 67.45 feet; thence N 33 deg. 45' 51" E, 104.88 feet; thence, N 73 deg. 21' 58" E, 30.02 feet; thence, S 88 deg. 02' 44" E, 49.97 feet; thence, N 81 deg. 16' 24" E, 50.64 feet; thence, N 76 deg. 41' 02" E, 128.62 feet; thence N 68 deg. 37' 56" E, 48.12 feet; thence, N 73 deg. 42' 35" E, 85.89 feet; thence, N 72 deg. 56' 37" E, 40.73 feet; thence, N 51 deg. 32' 11" E, 48.37 feet; thence, N 37 deg. 11' 04" E, 36.22 feet; thence, N 24 deg. 20' 18" E, 39.11 feet; thence, N 44 deg. 42' 07" E, 39.11 feet; thence, N 61 deg. 26' 26" E, 45.64 feet; thence, N 11 deg. 06' 23" E, 41.68 feet; thence, N 56 deg. 33' 20" E, 45.91 feet, to the intersection of the center line of said creek and the center line of the first mentioned creek, a corner of said tract of land which belongs to Mary E. Watts, in the westerly boundary of a tract of land which belongs to C. Jack Hite, Jr., having a deed reference in Deed Book 272, page 254, Register's Office for Robertson County, Tennessee; thence, with the center of said first mentioned creek and the westerly boundary of said tract of land which belongs to C. Jack Hite, Jr., as follows, S 00 deg. 52' 41" W, 38.10 feet; thence, S 13 deg. 43' 18" E, 117.13 feet; thence, S 17 deg. 42' 01" E, passing the southwest corner of said tract of land which belongs to C. Jack Hite, Jr., and continuing with a new line in all, 218.78 feet; thence, continuing with the center of said first mentioned creek and a new line as follows, S 23 deg. 44' 09" E, 221. 33 feet; thence S 41 deg. 27' 20" E, 24.43 feet; thence, S 54 deg. 52' 02" E, 47.15 feet; thence, S 41 deg. 25' 49" E, 132.39 feet; thence, S 49 deg. 16' 46" E, 28.00 feet; thence, S 24 deg. 51' 47" E, 27.01 feet; thence, S 07 deg. 42' 35" E, 51.73 feet; thence, S 14 deg. 07' 12" W, 98.99 feet; thence, S 19 deg. 08' 42" W, 86.15 feet; thence, S 27 deg. 33' 52" W, 70.39 feet to the point of beginning, containing 16.16 acres, more or less, as surveyed by Richard C. Kessinger, R.L.S., Tennessee License #1038, d/b/a Kessinger & Associates, 610 South main Street, Springfield, Tennessee, 37172, dated September 2, 1993.

Page 333

Note: The southerly boundary of the above described tract, which follows an existing fence is based on a mutual agreement by adjacent property owners.

EASEMENT: The above described tract of land is served by a 30 foot ingress and egress easement described in deed of record in Book 325, Page 125, said Register's Office.

Being the same property conveyed to Clarence Dean Taylor and wife, Pearl H. Taylor by deed from C. Jack Hite, Jr. and wife, Carol E. Hite, of record in Book 325, Page 125, Register's Office for Robertson County, Tennessee.

Pearl Henderson Taylor and Pearl H. Taylor being one in the same person.

GRANTEE to be responsible for any rollback taxes assessed.

MN

FILED

This instrument was prepared by:
ROBERT L. ENGLISH
ATTORNEY AT
Springfield, TN 37172

2004 MAY -8 AM 8:32

RICHARD R. ROOKER, CLERK

D.C.

Send tax bills to:
WILLIAM H NOAH
3145 GOOSE RD
PLEASANT VIEW TN 37146

Map & Parcel No.

Frankie Fletcher, Register
Robertson County Tennessee

Rec #:	120871	Instrument 126573
Recrdi	15.00	Bk#: 41 Pg 281
State:	349.28	
Clerk:	1.00	Recorded
EDP:	2.00	6/1/2004 at 2:48 pm
Total:	367.28	in Record Book
		948 Pages 397-399

WARRANTY DEED

THIS DEED OF CONVEYANCE, executed and delivered by JESSE W. HEAD and wife, DOROTHY FAYE CRAIG HEAD, hereinafter called the Grantors, to WILLIAM H. NOAH and wife, MELODY P. NOAH, hereinafter called the Grantees;

WITNESSETH: That for and in consideration of the sum of TEN ($10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby acknowledged, the said Grantors have this day bargained and sold and do by these presents hereby sell transfer and convey unto the said Grantees, survivor and assigns, the following described real property, to-wit:

Certain real property situate in the 14th Civil District of Robertson County, Tennessee, and described as follows, to-wit:

BEGINNING at an iron pin (new) in the Northerly boundary of a tract of land which belongs to Paul C. Hayes, having a deed reference in Record Book 855, page 96, Register's Office for Robertson County, Tennessee, said iron pin being located from an iron pin (new) in the Westerly margin of Jack Teasley Road, in the Northerly boundary of said tract of land which belongs to Paul C. Hayes, North 83° 20' 10" West, 455.70 feet to the point of beginning, the Southeast corner of this tract and continuing as follows:. North 83° 20' 10" West, 1864.53 feet to an iron pin (old) the Northwest corner of said tract of land which belongs to Paul C. Hayes in the Easterly boundary of a tract of land which belongs to Kenneth Balthrop, having a deed reference in Deed Book 348, page 606, Register's Office for Robertson County, Tennessee; thence North 08° 45' 53" East, 642.36 feet to an iron pin (old) in the Easterly boundary of said tract of land which belongs to Kenneth Balthrop, the Southwest corner of a tract of land which belongs to William H. Noah, having a deed reference in Record Book 600, page 484, Register's Office for Robertson County, Tennessee; thence with the boundary of said tract of land which belongs to William H. Noah as follows: South 81° 53' 03" East, 460.65 feet to an iron pin (new); thence South 83° 46' 06" East, 555.71 feet to an iron pin (new); thence South 83° 42' 27" East, 182.74 feet to an iron pin (new); thence South 83° 51' 12" East, 260.95 feet to an iron pin (new); thence South 83° 44' 23" East, 370.79 feet to an iron pin (old) the Southeast corner of said tract of land which belongs to William H. Noah, in the Westerly boundary of a tract of land which belongs to John Stephen Maholland, having a deed reference in Deed Book 326, page 576, Register's Office for Robertson County, Tennessee; thence South 05° 44' 25" West, passing the Southwest corner of said tract of land which belongs to John Stephen Maholland, and continuing on with a new line in all, 640.68 feet

MN
MN

to the point of beginning, containing 26.96 acres, more or less, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a Steven E. Artz & Associates, Inc., 514 South Brown Street, Suite 600, Springfield, TN 37172, dated April 15, 2004.

AND BEING a portion of the property conveyed to Jesse W. Head and wife, Dorothy Faye Craig Head by Jesse W. Head, in a deed appearing of record in Deed Book 133, page 396, Register's Office for Robertson County, Tennessee.

EASEMENT:
There is also hereby conveyed (WITHOUT WARRANTY) a PERMANENT, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS over the following described tract of land, to-wit:

BEGINNING at an iron pin (old), in the Southerly margin of Gause Road, the Northwest corner of a tract of land which belongs to Phyllis G. Galbreth, having a deed reference in Record Book 757, page 616, Register's Office for Robertson County, Tennessee, the Northeast corner of this tract and continuing with the boundary of said tract of land which belongs to Phyllis G. Galbreth as follows: South 01° 19' 59" West, 166.50 feet to an iron pin (new); then 08° 40' 01" East, 259.30 feet to an iron pin (new); thence South 25° 05' 01" East, 220.00 feet to an iron pin (new); thence South 36° 20' 01" East, 100.00 feet to an iron pin (new); thence South 00° 24' 59" West, 200.00 feet to an iron pin (new); thence South 08° 00' 12" West, 136.02 feet to a 60 inch three prong tree; thence South 35° 38' 15" East, 905.73 feet to an iron fence post (old); thence South 84° 43' 50" East, 625.62 feet to a fence post (old), the Southeast corner of said tract of land which belongs to Phyllis G. Galbreth, in the Westerly boundary of a tract of land which belongs to Leigh-Land Stables, LLC, having a deed reference in Record Book 799, page 98, Register's Office for Robertson County, Tennessee; thence South 05° 44' 25" West, passing a common corner of said tract of land which belongs to Leigh-Land Stables, LLC and a tract of land which belongs to Jerry Goodfred, having a deed reference in Deed Book 334, page 779, Register's Office for Robertson County, Tennessee, continuing on passing a common corner of said tract of land which belongs to Jerry Goodfred and a tract of land which belongs to John Stephen Maholland, and continuing on in all 1257.94 feet to an iron pin (old) in the Westerly boundary of said tract of land which belongs to John Stephen Maholland, a corner of a tract of land which belongs to Jesse W. Head, having a deed reference in Deed Book 133, page 396, Register's Office for Robertson County, Tennessee; thence North 83° 44' 23" West, 30.00 feet to an iron pin (new), in the Northerly boundary of said tract of land which belongs to Jesse W. Head; thence with a new line as follows: North 05° 44' 25" East, 1227.42 feet to an iron pin (new); thence North 84° 43' 50" West, 609.07 feet to an iron pin (new); thence North 35° 38' 15" West, 931.44 feet to an iron pin (new); thence North 08° 00' 12" East, 146.04 feet to an iron pin (new); thence North 00° 24' 59" East, 188.05 feet to an iron pin (new); thence North 36° 20' 01" West, 92.99 feet to an iron pin (new); thence North 25° 05' 01" West, 227.28 feet to an iron pin (new); thence North 08° 40' 01" West, 266.25 feet to an iron pin (new); thence North 01° 19' 59" East, 164.33 feet to an iron pin (new), in the Southerly margin of Gause Road; thence North 82° 14' 46" East, 30.38 feet to the point of beginning, containing 2.66 acres, more or less, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a Steven E. Artz and Associates, Inc., 514 South Brown Street, Suite 600, Springfield, TN 37172, dated April 15, 2004.

Said easement being the same easement conveyed to Jesse W. Head and wife, Dorothy Faye Craig Head by William H. Noah and wife, Melody P. Noah in a deed appearing of record in Record Book 948, Page 378, Register's Office for Robertson County, Tennessee.

TO HAVE AND TO HOLD the premises aforesaid, together with all the appurtenances

and immunities thereto pertaining, unto the said Grantees, survivor and assigns, forever. The said Grantors covenant with the said Grantees, survivor and assigns: 1) That they are lawfully seized in fee of said land; 2) That they have a good and perfect right to make this conveyance; 3) That said land is unencumbered; and 4) That they will warrant and defend the title in and to said land against the lawful claims and demands of all persons whomsoever. Notwithstanding anything to the contrary contained herein, the above warranties shall apply only to land herein conveyed and the easement interest is hereby quitclaimed.

POSSESSION shall be given with delivery of deed.

TAXES for the current year shall be pro-rated to date of deed.

DATED this 1st day of June, 2004, at Springfield, Tennessee.

Jesse W. Head
JESSE W. HEAD

Dorothy Faye Craig Head
DOROTHY FAYE CRAIG HEAD

STATE OF TENNESSEE
COUNTY OF ROBERTSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JESSE W. HEAD and wife, DOROTHY FAYE CRAIG HEAD, bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidenced), and who acknowledged that they executed the within instrument for the purposes contained therein.

Witness my hand and seal of office this 1st day of June, 2004, at Springfield, Tennessee.

My commission expires: 8-23-04

Karen Harrell
NOTARY PUBLIC

* * * * * * * * * * * *

I, or we, hereby swear or affirm that the actual consideration for this transfer, or the value of the property or interest in property transferred, whichever is greater, is $94,360.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Jesse W. Head
AFFIANT

Subscribed and sworn to before me, this 1st day of June, 2004.

Karen R Harrell
~~REGISTER or~~ NOTARY PUBLIC

8-23-04

MN

FILED

2013 MAY -8 AM 8:32

RICHARD R. ROOKER, CLERK

Send Tax Notices to:

Dr. William H. Noah
3145 Gause Road
Pleasant View, TN 37146

D.C.

This instrument prepared by:
S. L. Swann, Attorney at Law
Springfield, Tennessee 37172

Map 111, Parcel 31, TAORCT

THIS DEED OF CONVEYANCE, executed and delivered by DONALD R. GALBRETH and wife, PHYLLIS G. GALBRETH, hereinafter called the Grantors, to WILLIAM H. NOAH, hereinafter called the Grantee;

WITNESSETH: That, for the consideration of **FIFTY-FIVE THOUSAND THREE HUNDRED FIFTY-TWO AND NO/100 ($55,352.00) DOLLARS**, cash in hand paid, the receipt of which is hereby acknowledged, we, the said Grantors, have this day bargained and sold and do by these presents hereby sell, transfer and convey to the said Grantee, heirs and assigns, a certain tract or parcel of real estate situate in the 14th Civil District of Robertson County, Tennessee, and described as follows, to-wit:

BEGINNING at an iron fence post (old) marking a common corner of a tract of land which belongs to C. Jack Hite, Jr., having a deed reference in Deed Book 293, page 12, Register's Office for Robertson County, Tennessee, and a second tract of land which belongs to C. Jack Hite, Jr., having a deed reference in Deed Book 273, page 582, RORCT, and a tract of land which belongs to Donald R. Galbreth, having deed references in Deed Book 320, page 632, and Deed Book 275, page 1040, RORCT, the most northerly northwest corner of this tract and continuing as follows, S 84 deg. 43' 50" E, 625.62 feet to an iron pin (new) in the west boundary of a tract of land which belongs to Roger Den Long, having deed references in Deed Book 287, page 552 and Deed Book 278, page 233, RORCT, a corner of said tract of land which belongs to Donald R. Galbreth; thence, S 05 deg. 44' 25" W, passing corner of said tract of land which belongs to Roger Den Long, and a tract of land which belongs to Jerry Goodfred, having a deed reference in Deed Book 334, page 779, RORCT, and a common corner of said tract of land which belongs to Jerry Goodfred, and a tract of land which belongs to John Stephen Maholland, having a deed reference in Deed Book 326, page 576, RORCT, 1257.94 feet in all, to an iron pin (new) in the west boundary of said tract of land which belongs to John Stephen Maholland; thence, with a new line, as follows, N 83 deg. 44' 23" W, 370.79 feet to an iron fence post (old); thence, N 83 deg. 51' 12" W, 260.95 feet to a fence post (old); thence N 83 deg. 42' 27" W, 182.47 feet to an iron fence post (old); thence, N 83 deg. 46' 06" W, 555.71 feet to an iron fence post (old); thence, N 81 deg. 53' 03" W, 460.65 feet to an iron pin (new) in the east boundary of a tract of land which belongs to Grady D. Balthrop, having a deed reference in Deed Book 116, page 453, RORCT; thence, N 08 deg. 45' 53" E, 268.96 feet to an iron pin (new) in the east boundary of said tract of land which belongs to Grady D. Balthrop; thence, N 05 deg. 49' 52" E, 264.00 feet to an iron pin (old), a corner of said tract of land which belongs to Grady D. Balthrop, a witness pin, in the south boundary of a tract of land which belongs to Clarence Dean Taylor, having a deed reference in Deed Book 325, page

MORTGAGEE, If Any NONE

INDEXED

Frankie Fletcher, Register
Robertson County Tennessee
Rec #: 49640 Instrument 42378
Rec'd: 12.00 RBk: 34 Pg 95
State: 204.98
Clerk: 1.00 Recorded
EDP: 2.00 2/11/2000 at 12:22 PM
Total: 219.98 in Record Book
600 Pages 484-486

WM
MN

125, RORCT; thence, S 83 deg. 06' 35" E, passing a common corner of said tract of land which belongs to Clarence Dean Taylor, and the first mentioned tract of land which belongs to C. Jack Hite, Jr., 1212.80 feet in all, to an iron pin (new) a corner of said tract of land which belongs to C. Jack Hite, Jr.; thence, N 03 deg. 55' 24" E, 714.08 feet to the point of beginning, containing 32.56 acres, more or less, and being Tract 2 of an unrecorded plat in a survey by Richard C. Kessinger, R.L.S., Tennessee License #1038, d/b/a Kessinger & Associates, 610 South Main Street, Springfield, Tennessee, 37172, June 6, 1995. Being the same property conveyed to Donald R. Galbreth and wife, Phyllis G. Galbreth by Jesse W. Head and wife, Dorothy Faye Craig Head, in a deed of record in Deed Book 338, page 564, Register's Office for Robertson County, Tennessee.

TO HAVE AND TO HOLD the premises aforesaid, together with all the appurtenances and immunities thereto pertaining unto the said Grantee, heirs and assigns, forever. The Grantors covenant with the said Grantee, heirs and assigns: (1) That they are lawfully seized in fee of said premises; (2) That they have a good and perfect right to make this conveyance; (3) That said premises are unincumbered; and (4) That they will warrant and defend the title in and to said land against the lawful claims and demands of all persons whomsoever.

POSSESSION of the premises will be given to the Grantee upon delivery of deed.

TAXES for the year 2000 will be pro-rated and settled between the parties and paid by the Grantee.

IN WITNESS WHEREOF, we have hereunto set our signatures this the 11th day of February, 2000, at Springfield, Robertson County, Tennessee.

Donald R. Galbreth
DONALD R. GALBRETH

Phyllis G. Galbreth
PHYLLIS G. GALBRETH

****

WM
MN

STATE OF TENNESSEE
COUNTY OF ROBERTSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DONALD R. GALBRETH and wife, PHYLLIS G. GALBRETH, the bargainors, 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 contained therein.

Witness my hand and seal of office, this the 11th day of February, 2000, at Springfield, Tennessee.

Sherry M. Baldwin
NOTARY PUBLIC

SHERRY M. BALDWIN NOTARY PUBLIC AT LARGE ROBERTSON COUNTY, TENN.

My commission expires: 9/7/03.

****

STATE OF TENNESSEE
COUNTY OF ROBERTSON

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $55,352.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

William H Neal
AFFIANT

Subscribed and sworn to before me, this 11th day of February, 2000.

Sherry M. Baldwin
~~REGISTER~~ or NOTARY PUBLIC

SHERRY M. BALDWIN NOTARY PUBLIC AT LARGE ROBERTSON COUNTY, TENN.

My commission expires: 9/7/03.

WMJ
MN

FILED

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

2013 MAY -8 AM 8:32

RICHARD R. ROOKER, CLERK

WILLIAM H. NOAH, Plaintiff/Husband,	)	
v.	)	Docket No. 09D-52
MELODY PECK NOAH, Defendant/Wife.	)	

EXHIBIT B

Personal Property Awarded to Wife:

1. **Grandparents' Kitchen Table**
2. **Grandmother's Highchair**
3. **Hall Tree**
4. **Medicine Chest**

MN

t is further **ORDERED, ADJUDGED AND DECREED** that the addresses of the parties are as follows:

William H. Noah 3145 Gause Road Pleasant View, TN 37146	Melody Peck Noah 3921 Estes Road Nashville, TN 37215

It is further **ORDERED, ADJUDGED AND DECREED** that 45 days after the entry of the Final Decree of Divorce, David W. Garrett shall automatically be withdrawn as attorney of record.

It is further **ORDERED, ADJUDGED AND DECREED** that the unpaid costs of this cause shall be paid ~~equally~~ by the Husband ~~and Wife,~~ PER THE PARTIES' MARITAL DISSOLUTION AGREEMENT, for all of which execution may issue.

Entered this 8 day of MAY 2013.

PHILLIP ROBINSON, JUDGE

APPROVED FOR ENTRY:

BY: DAVID W. GARRETT
PR #13248
ATTORNEY FOR MR. NOAH
109 Jennings Street
Franklin, TN 37064
615-790-0982

HELEN SFIKAS ROGERS
PR# 7025
ATTORNEY FOR MS. NOAH
2205 State Street
Nashville, TN 37203
615-320-0600

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to the following on the 9 day of MAY, 2013:

David W. Garrett, Esq.
109 Jennings Street
Franklin, TN 37064

Helen S. Rogers, Esq.
2205 State Street
Nashville, TN 37203

Melissa Barnes
Clerk

CERTIFICATE OF SERVICE

DOCKET NO. 09D52

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 15TH day of MAY, 2013.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

DAVID W. GARRETT, ATTORNEY
109 JENNINGS ST.
FRANKLIN, TN 37064

HELEN SFIKAS ROGERS,
ATTORNEY
2205 STATE ST.
NASHVILLE, TN 37203

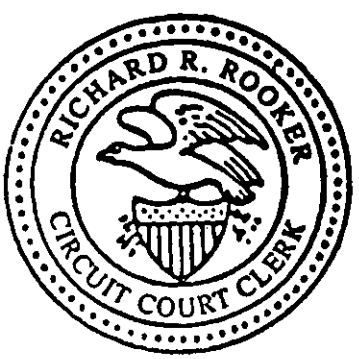
STATE OF TENNESSEE

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 FINAL DECREE OF DIVORCE heretofore entered in the 3 Circuit Court for Davidson County, Tennessee, on the 08 day of MAY , 2013 , in the Case Number 09D52 between NOAH, WILLIAM H Plaintiff, and NOAH, MELODY PECK Defendant.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 16 day of MAY in the year two thousand thirteen and in the 236th year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL



By _____
Deputy Clerk