BILL GARRETT, Davidson County
Trans:T20130042484 DEEDQC
Recvd: 05/21/13 15:35 16 pgs
Fees:82.00 Taxes:0.00
20130521-0051385

THIS INSTRUMENT PREPARED BY:
TrustLand Title & Escrow, LLC.
1720 West End Avenue, Suite 400
Nashville, Tennessee 37203

INSTRUMENT OF CORRECTION
(Correction of Quitclaim Deed of record in Instrument No. 20120208-0011445, Register's Office for Davidson County, Tennessee)

THIS AGREEMENT made this 23rd day of April, 2013 by Yekinni J. Uwaifo (hereinafter referred to as "Grantor") and Dorothy Ellis Uwaifo (hereinafter referred to as "Grantee");

WHEREAS, Trustland Title & Escrow, LLC, prepared the Quitclaim Deed of record in Instrument No. 20120208-0011445, of the Register's Office for Davidson County, Tennessee (hereinafter referred to as "Quitclaim Deed");

WHEREAS, said Quitclaim Deed was to be prepared in accordance with the Final Decree of Divorce and Marital Dissolution Agreement entered July 19, 2010, in Docket No. 08-D-2182, in the Eighth Circuit Court of Davidson County, Tennessee (hereinafter referred to as "Agreement"), and attached as Exhibit "A" to this Instrument of Correction;

WHEREAS, according to the Agreement, real property described in Quitclaim Deed and in this Instrument of Correction, was to remain wife's sole and separate property, free from any claim of the husband;

WHEREAS, through inadvertence and mistake, the vesting of the Grantee as stated in said Quit Claim Deed was shown as Yekinni J. Uwaifo, when in fact the correct vesting for the Grantee should have been Dorothy Ellis Uwaifo;

WHEREAS, the undersigned desire to correct the error on the said Quitclaim Deed by entering into this Instrument of Correction;

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of $1.00, cash in hand paid, and for other good and valuable considerations, the receipt of which is hereby acknowledged, Grantor and Grantee are hereby correcting the vesting in the Quitclaim Deed of record in Instrument No. 20120208-0011445, of the Register's Office for Davidson County, Tennessee, for the express purpose of making a reconveyance to create a fee simple title in accordance with the Final Decree of Divorce and Marital Dissolution Agreement entered July 19, 2010, in Docket No. 08-D-2182, in the Eighth Circuit Court of Davidson County, Tennessee, I, **Yekinni J. Uwaifo ("Grantor")**, do hereby quitclaim and convey my interest unto **Dorothy Ellis Uwaifo ("Grantee")**, all the right, title and interest I may have in and to the following described real property located in Davidson County, Tennessee, and further described to-wit:

Land in Davidson County, Tennessee, Being Lot No. 9 on Block "BB" on the revised plan of Fairview Subdivision, of record in Book 1130, page 54, Register's Office for Davidson County, Tennessee.

Said Lot No. 9 fronts 100 feet on the west side of Tennessee Highway No. 112 and runs back between parallel lines 200 feet to a dead line.

All the other covenants, terms and provisions of said Quitclaim Deed are affirmed and are incorporated herein by reference.

WITNESS MY HAND this 23rd day of April, 2013.

GRANTOR:
Yekinni J. Uwaifo

GRANTEE
Dorothy Ellis Uwaifo

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Yekinni J. Uwaifo**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand at office this 22nd day of April, 2013

Notary Public

My Commission Expires on: _____

JESSICA LASCELLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires OCT. 18, 2016

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Dorothy Ellis Uwaifo**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand at office this 22nd day of April, 2013

Notary Public

My Commission Expires on: _____

JESSICA LASCELLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires OCT. 18, 2016

IN THE EIGHTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
2010 JUL 19 PM 1:40
RICHARD R. ROOKER, CLERK
D.C.

DOROTHY JEAN MELSON UWAIFO
Plaintiff/Wife,

vs.

DOCKET NO. 08-D-2182

YEKINNI JINADO UWAIFO
Defendant/Husband.

FINAL DECREE

This cause was heard on July 19, 2010 by The Honorable Carol Soloman, Judge of the Eighth Circuit Court of Davidson County, Tennessee upon the Complaint for Absolute Divorce, the Answer/Counter-Complaint; however, the Defendant/Husband moved and the Court allowed Yekinni Jinado Uwaifo to withdraw his Counter-Complaint so this matter could proceed on the ground of Irreconcilable Differences.

The Court finds the parties have entered a Marital Dissolution Agreement that makes provision for the parties' separate property, the respective marital property to be awarded to each party, and responsibility for indebtedness of the parties. The Court finds that both parties recommend this agreement, and that the agreement makes full adjudication of the rights and responsibilities of both parties, and is approved by the Court.

08D2182

FILED

2010 JUL 19 PM 1:40

RICHARD R. ROOKER, CLERK

D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into this 19th day of July 2010, by and between **DOROTHY JEAN MELSON UWAIFO**, hereinafter referred to as **WIFE**, and **YEKINNI JINADO UWAIFO**, hereafter referred to as **HUSBAND**;

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the EIGHTH CIRCUIT COURT for Davidson County, Tennessee, a suit for divorce between the parties, being **DOROTHY JEAN MELSON UWAIFO VS. YEKINNI JINADO UWAIFO**, bearing docket number 08D-2182; AND

WHEREAS, the parties desire to agree upon and fix their rights and duties, representing their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, F/C Please Call Thanks d compromise of all property rights, and questions, and all matters ari relationship and in consideration of the mutual promise and covenani ndant being aware said suit will be filed which is in lieu of service of e Code Annotated §36-4-103(a)(2), the parties hereto agree and covenant as follows:

1. **CONSIDERATION:** Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

2. **NO INTERFERENCE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he/she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him/her.

3. **TRIAL:** Wife shall proceed to trial in an attempt to obtain a divorce on the grounds of irreconcilable differences.

4. **CHILDREN:** There are no children born to this marriage.

5. **REAL PROPERTY:** The parties do not jointly own any real estate.

The parties acknowledge that the Wife owned real property located at 2500 Albion street, Nashville, Davidson County, Tennessee 37208 and real property located at 4024 Clarksville Pike, Nashville, Davidson County, Tennessee 37218 at the time of the marriage, parties agree that this real property will remain the Wife's sole and separate property, free from any claim of the Husband. The parties further agree that the Wife will be responsible for all expenses on the said real properties, including, but not limited to the mortgage payments, upkeep and utilities and hold the Husband harmless from the payment thereof. The parties further acknowledge that these properties are solely in the Wife's name.

6. **BUSINESSES** : The parties acknowledge that the Wife owns and is the sole proprietor of a business known as Dottie Wotties Hair Salon. Husband agrees that this is to remain solely in the Wife's name, free from any claim of the Husband. Wife will be responsible for all expenses incurred with the business and, further, Wife agrees to hold Husband harmless from any indebtedness on said business.

The parties further acknowledge that the Husband is an independent contractor for the Checker Cab Company. Wife agrees that this is to remain solely the Husband's business, free form any claim of the Wife. Husband will be responsible for all expenses incurred with the business, and further, Husband agrees to hold Wife harmless from any indebtedness on said business.

7. **VEHICLES:** The parties agree that each party shall have all right, title and interest in and to any vehicle titled in their individual names, and each party will be responsible for all debts

and encumbrances on their respective vehicles and hold the other parties harmless therefrom. The parties acknowledge that Husband owns a 2000 Mercury Village vehicle that he uses in his taxi cab business and said vehicle is titled solely in his name and shall remain his sole and separate property free and clear of any claim of the Wife. Husband will be responsible for all debts and encumbrances on this vehicle and hold the Wife harmless therefrom. The parties further acknowledge that the Wife owns a 2002 Jeep Liberty vehicle titled solely in her name and shall remain her sole and separate property free and clear of any claim of the Husband. Husband agrees to pay directly to the Wife the sum of One Hundred Dollars ($100.00) monthly toward the Nine Thousand Four Hundred Thirty-Five Dollars and Thirty-Six Dollar ($9,435.36) balance owing on Wife's automobile until this balance is paid in full.

8. **PERSONAL PROPERTY:** Husband shall be divested out of all right, title and interest which he may have in items of personal property belonging to and now in the possession of Wife and said right title and interest shall be vested in Wife solely. Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of husband an said right, title and interest shall be vested in husband solely.

Further, any and all real or personal property acquired by the parties subsequent to the execution of this agreement shall remain the sole and exclusive property of that party, free of any claims of the other party.

9 **DEBTS:** Each party will be responsible for any debts in his or her own name and hold the other harmless therefrom. The parties acknowledge that there are no joint debts incurred during the marriage. The parties agree that each party shall be solely responsible for payment of any and all outstanding indebtedness in his or her individual name, not otherwise provided for herein, and each shall indemnify and hold the other harmless from repayment thereon. The parties

acknowledge that they have lived separate and apart since May, 2008, and that neither party has made any charges against the credit of the other party. and, additionally, have not and will not make charges against the credit of the other prior to and following the execution of this agreement. Each party shall remove the other party's name as an authorized user from any credit cards on or before the final hearing of this cause.

Further, Husband will be responsible for any indebtedness owing to the Bank of America, Home Loan Service, LP for property in the Las Vegas, Nevada area.

10. **NOTICE:** Pursuant to Tennessee Code Annotated, Section 36-4-134, Notice is hereby given that this agreement and decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the agreement or decree for any account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

11. **MEDICAL/LIFE INSURANCE**: Each party shall maintain, through his/her employment or otherwise, medical, hospitalization and dental insurance for his/her own benefit from and after the entry of the Final Decree of Divorce. Each party shall also be responsible for his/her own deductibles and uninsured expenses incurred for said party's benefit. Neither party shall be responsible for any medical expenses incurred by the other party since the separation of the parties.

12. **BANK ACCOUNTS**: Each party shall retain any and all other accounts in their individual names free and clear of any claims from the other party. The parties acknowledge that there are no joint accounts of the parties.

13. **RETIREMENT ACCOUNTS**: Should there by any additional bank accounts, investments, personal property or other assets titled in Husband's or Wife's name or located in their respective possession, not otherwise provided for herein, that property shall remain free and clear

of any claims of the other party.

14. **INHERITANCE**: Any amount that either party might receive as inheritance after the execution of this agreement shall remain that party's sole and separate property free of claim by the other party.

15. **TAX RETURN**: The parties shall file separate income tax returns for the tax year 2010. Further, any refund which either party may receive as a result of filing their separate 2010 tax return shall be the sole and separate property, free from any claims by the other party. The parties shall file separate tax returns for each year following the 2010 tax year and shall be solely responsible for any indebtedness associated therewith.

16. **ALIMONY**: No alimony shall be paid by either party.

17. **ENFORCEMENT:** In the event it becomes reasonable necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

18. **ESTATE WAIVER**: It is 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 from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

19. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

20. **SEVERABILITY:** In the event a Court of competent jurisdiction shall hold any provision of this Agreement invalid, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

21. **FURTHER NECESSARY ACTS**: 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.

22. **MODIFICATION OF AGREEMENT**: 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.

23. **FUTURE INDEBTEDNESS AND INDEMNIFICATION**: The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the separation of the parties, neither party has or will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

24. **FULL DISCLOSURE**: Each party hereby represents and warrants that a full disclosure of all assets and liabilities has been made to the other party during the course of these proceedings, and the parties agree that in the event it is later discovered by either party that the other party owned or otherwise had any interest in an asset at the time of the execution of this Agreement, which asset was not disclosed during these proceedings, that party shall be entitled to receive an amount equal to one-half of the value of said discovered asset, including any decrease or increase in the value thereof since the execution of this Agreement.

25. **TAX CONSEQUENCES**: Both parties further acknowledge that they will seek independent tax advise, and that Attorney Edward J. Gross and Attorney Robert W. Rutherford have not offered or rendered legal advice concerning any tax effects or ramifications of this Agreement.

26. **ACCEPTANCE OF THE PARTIES:** Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support under 11 U.S.C. 523(5), which is not dischargeable in bankruptcy as to the other party.

In the event 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 whom such claim is made shall be entitled to recover from the other party the amount of any payment he/she makes, including interest, and any expenses, including but not limited to attorney's fees, incurred in defending the creditor's claim

27. **VOLUNTARY ACCEPTANCE:** The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument freely and voluntarily and without duress and coercion. The parties further

agree that they have made adequate and sufficient provision by written agreement for an equitable distribution of the parties' assets.

28. **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

29. **ATTORNEY'S FEES**: Each party will be responsible for their individual attorney fees incurred int his cause and hold the other party harmless therefrom.

30. **COURT COSTS**: Costs of this cause will be assessed equally against the parties.

31. **UNDERSTANDING OF THE PARTIES:** The parties hereto agree and acknowledge 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 agree that this Agreement, subject to court approval shall be incorporated in and made a part of any Final Decree of Divorce entered in this cause.

IN WITNESS WHEREOF, the parties hereto set their signatures, on this the 16th day of July, 2010 as to wife; and the 07 day of JULY, 2010 as to husband.

Dorothy Jean Melson Uwaifo
DOROTHY JEAN MELSON UWAIFO

Yekinni J. Uwaifo
YEKINNI JINADO UWAIFO

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and state, **DOROTHY JEAN MELSON UWAIFO**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 16th day of July, 2010.

Dorothy Jean Melson Uwaifo

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/7/2013 Constance A. Alexander Notary Pub

CONSTANCE A. ALEXANDER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

****

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said county and state, **Yekinni Jinado Uwaifo**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 7 day of July, 2010

NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/24/10

MAXINE Q. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

It is therefore, ORDERED that the forgoing Marital Dissolution Agreement is adopted as a judgment of this Court, and all provisions are approved.

The Court finds that notice pursuant to T.C.A. §36-4-134, to the parties regarding the agreement not necessarily binding the ability of a creditor to proceed against a party or the parties property is noted in the Marital Dissolution Agreement.

The costs are equally accessed against each party.

This 19th day of July 2010.

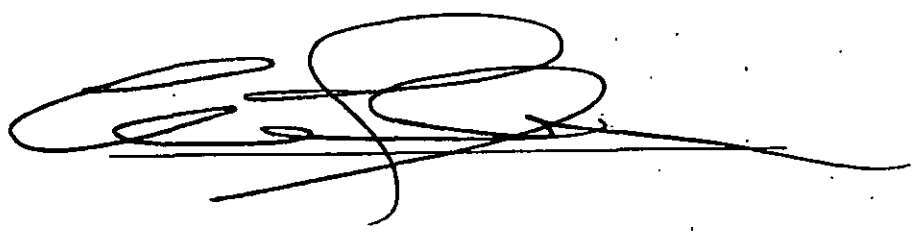
CAROL SOLOMAN
JUDGE

EDWARD J. GROSS BPR# 2872
Attorney for Plaintiff/Wife
404 James Robertson Parkway
Suite 1814, Parkway Towers
Nashville, Tennessee 37219
(615) 259-9725

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document will be forwarded to Mr. Robert W. Rutherford, Esq., 1312 Sixth Avenue North, Nashville, Tennessee 37208.

This 16th day of July 2010.



Copy

3rd

IN THE ~~EIGHTH~~ CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
2013 MAY -9 AM 8:28
RICHARD R. ROOKER, CLERK
D.C.

DOROTHY JEAN MELSON UWAIFO	)	
	)	
Plaintiff/Wife,	)	
	)	
VS.	)	**NO. 08D 2182**
	)	
YEKINNI JINADO UWAIFO	)	
	)	
Defendant/Husband.	)	

AGREED ORDER

Pursuant to Rule 60.02(5) Tennessee Rules of Civil Procedure, and as evidenced by the signatures of the parties and counsel for the Plaintiff, affixed hereto, it is AGREED by and between the parties that there is a typographical error in the Marital Dissolution Agreement entered in this Honorable Court on July 19, 2010. Said typographical error is in number 5 of the Marital Dissolution Agreement incorporated in the Final Decree of Divorce, whereby the original states "The parties do not jointly own any real estate", whereas in fact the parties did jointly own real estate at 4025 Clarksville Pike and by oversight, the property was noted as 4024 Clarksville Pike. The parties AGREE that paragraph number 5 should be deleted in its entirety and replaced as follows:

5. REAL PROPERTY: The parties acknowledge that the Wife owned real property located at 2500 Albion Street, Nashville, Davidson County, Tennessee 37208 and real property located at 4025 Clarksville Pike, Nashville, Davidson County, Tennessee 37218 at the time of the marriage, parties agree that this real property will remain in Wife's sole and separate property, free from any claim of the Husband. The parties further agree that the Wife will be responsible for all expenses on the said real properties, including, but not limited to the mortgage payments, upkeep and utilities and hold the Husband harmless from the payment thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED..

ENTERED this the 9 day of May, 2013.

~~CAROL L. SOLOMAN, JUDGE~~
Phillip Robinson

Copy

APPROVED FOR ENTRY:

ROBERT W. RUTHERFORD, #2809
Attorney for Defendant/Husband
1312 Sixth Avenue North
Nashville, Tennessee 37208
(615) 256-6681

DOROTHY JEAN MELSON UWAIFO

YEKINNI JINADO UWAIFO