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This Instrument prepared by:
Gullett, Sanford, Robinson & Martin, PLLC
Catherine H. Gwyn
150 Third Avenue South, Suite 1700
Nashville, TN 37201

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made on the day last set forth below, by and between RODNEY MARTIN AND SONYA MARTIN ("Martins") and the ESTATE OF JAMES D. STEVENS (the "Estate") (each being a "party" and all of whom are collectively referred to herein as "parties" or "the parties").

WHEREAS, the parties are all direct parties to litigation styled as the Estate of James D. Stevens v. Rodney Martin and Sonya Martin, Chancery Court for Davidson County, Tennessee, at Nashville, Case No. 14-1539-II, arising out of claims by the Martins to possession of certain lands in Davidson County, Tennessee respecting the real property described herein (the "Litigation"); and

WHEREAS, the Martins own certain real property known as 118 Gordon Terrace, Nashville, Davidson County, Tennessee with a residence located thereon, which property is more particularly described in Exhibit "A" attached hereto (the "Martin Lot"); and

WHEREAS, John T. Bottom, Jr. owns certain real property known as 122 Gordon Terrace, Nashville, Davidson County, Tennessee, in trust for James D. Stevens with a free standing two–car garage located thereon, which property is more particularly described in Exhibit "B" attached hereto (the "Garage Lot"); and

WHEREAS, W. L. Hall owns certain real property known as 116 Gordon Terrace, Nashville, Davidson County, Tennessee, in trust for James D. Stevens with a portion of a driveway thereon, which property is more particularly described in Exhibit "C" attached hereto (the "Driveway Lot"); and

WHEREAS, the said James D. Stevens has since died and the Garage Lot and Driveway Lot are now held in trust by John T. Bottom, Jr. and W. L. Hall, respectively, in trust for the Estate of James D. Stevens; and

WHEREAS the Martins and the Estate have reached an agreement in resolution of the issues contained in the above styled Litigation.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the consideration and releases described below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Consideration.** As consideration for the covenants and releases contained in this Agreement, the parties agree that:

a. In conjunction with and conditioned upon the settlement reached between the parties to the Litigation, the Estate has paid to the Martins the sum of Fifteen Thousand and no/100 Dollars ($15,000.00) (the "Settlement Amount").

b. In consideration of the Settlement Amount the Martins do hereby release, convey and forever discharge any claims of ownership, title or rights of possession in and to the Garage Lot and any improvements thereon to the said John T. Bottom, Jr., the Estate, and their successors and assigns.

c. In further consideration of the Settlement Amount the Martins do hereby release, convey and forever discharge any claims of ownership, title or rights of possession in and to the Driveway Lot and any improvements thereon to the said W. L. Hall, the Estate, and their successors and assigns.

d. The Martins have removed all personal property from the garage located on the Garage Lot and agree that as of the signing of this Release any personal property remaining in the garage on the Garage Lot may be removed by the Estate and/or its successors and assigns. The Martins hold the Estate and its successors and assigns harmless from any liability for any personal property remaining in the garage or on the Garage Lot after the signing of this Release.

e. The Martins will not interfere with or interrupt the future lawful development of the Garage Lot or the Driveway Lot by the Estate or any future owners of said lots.

2. **Mutual Release.** The parties and any other party claiming by or through them, do release and forever discharge each other and all of their respective successors and assigns (collectively the "Released Parties"), from any and all liability, loss, damages, charges, claims,

suits, and demands of any type, accrued or unaccrued, known or unknown, which arose out of or are related to the Litigation, or which were or could have been brought in the Litigation.

3. **Consultation with Counsel**. The parties acknowledge and agree that they have had the opportunity to consult with and to review these settlement terms with counsel of their choice, with whose services they are pleased, and that they understand and knowingly consent to the terms of this Agreement.

4. **Attorneys' Fees and Costs**. The parties shall bear their own respective costs, expenses, and attorney's fees incurred through the Effective Date of this Agreement. In the event it is necessary for any party to engage counsel to file litigation or to otherwise enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney's fees from the non-prevailing party.

5. **Entire Agreement and Choice of Law**. This Agreement constitutes the entire agreement between the parties, and there is no other agreement on the part of a party to do any act or thing which is not expressly stated in this Agreement. This Agreement and the covenants contained herein shall not be altered or amended without the express written consent of the parties. The validity and construction of this Agreement shall be determined under Tennessee law, without regard to its internal conflicts of laws rules.

6. **Time of the Essence**. Time is of the essence in this Agreement.

7. **Binding on Successors**. This Agreement and the covenants and conditions contained herein shall apply to, and be binding upon or inure to the benefit of the administrators, executors, legal representatives, heirs, assignees, successors, agents and assigns of the parties hereto, including, but not limited to any future owner of the Garage Lot or Driveway Lot.

8. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement

to be effective as of the Effective Date. Photocopies, facsimile copies or electronic copies of executed copies of this Agreement may be treated as an original.

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IN WITNESS WHEREOF, this Agreement is made effective as of this the 17 day of November, 2014.

MARTINS:

RODNEY MARTIN

SONYA MARTIN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, RODNEY MARTIN AND SONYA MARTIN , 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, on this the 17th day of November, 2014.

NICOLE J. LEMASTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

NOTARY PUBLIC

MY COMMISSION EXPIRES:
November 3, 2015

My Commission Expires:

THE ESTATE OF JAMES D. STEVENS

BY: Anna Fredrick Ringemann
ANNA FREDRICK RINGEMANN,
CO-EXECUTOR

By: _____
ANDREW B. GIBSON, JR.
CO-EXECUTOR

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, ANNA FREDRICK RINGEMANN, CO-EXECUTOR, 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, on this the 26 day of November, 2014.

_____
NOTARY PUBLIC

My Commission Expires: 6.21.16

CATHERINE H. GWYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Comm. Expires June 21, 2016

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, ANDREW B. GIBSON, JR., CO-EXECUTOR, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this the 18th day of November, 2014.

_____
NOTARY PUBLIC

My Commission Expires: 6.21.16.

CATHERINE H. GWYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Comm. Expires June 21, 2016

EXHIBIT "A"

118 Gordon Terrace

(Martin Lot)

Land in Davidson County, Tennessee, being Lot(s) 28-A, as shown on the map entitled Resubdivision of Lots 24, 26, 28 and 30 of the John L. Gordon Subdivision, of record in Plat Book 8250, page 272, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Rodney Martin and wife, Sonya Martin by deed from Ricky Linville, unmarried, of record in Instrument No. 20050831-0104169, said Regster's Office.

EXHIBIT "B"

122 Gordon Terrace

(Garage Lot)

Land in Davidson County, Tennessee, being Lot(s) 30-A, as shown on the map entitled Resubdivision of Lots 24, 26, 28 and 30 of the John L. Gordon Subdivision, of record in Plat Book 8250, page 272, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to John T. Bottom, Jr., by deed from Jean H. Mosely, of record in Book 9292, page 163, dated March 28, 1994, said Register's Office.

EXHIBIT "C"

116 Gordon Terrace

(Driveway Lot)

Land in Davidson County, Tennessee, being Lot(s) 24-A, as shown on the map entitled Resubdivision of Lots 24, 26, 28 and 30 of the John L. Gordon Subdivision, of record in Plat Book 8250, page 272, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to W.L. Hall, by deed from Jean H. Mosley, of record in Book 9292, page 160, dated March 28, 1994, said Register's Office.