This Instrument Prepared By:
Wes Weigel, Attorney
Williamson County Escrow and Title, Inc.
133 Holiday Court, Suite 208
Franklin, Tennessee 37067
(615) 794-8780

BILL GARRETT, Davidson County
Trans:T20150054549 AFFIDAVIT
Recvd: 07/07/15 09:55 12 pgs
Fees:62.00 Taxes:0.00
20150707-0065573

AFFIDAVIT

REBECCA E. BYRD, Attorney at Law, after being duly sworn according to law deposes and says:

That she is the attorney of record for Leanne R. Snider, Claudia Paul, Larry Douglas Rader, Kathilu Mote, Teresa Giuliani and Samuel Herbert Rader, in the matter of the Estate of Roy Douglas Rader, Deceased, Docket #02P1223 in the Seventh Circuit Court For Davidson County, Tennessee, Probate Division; and

That the beneficiaries to the Will of Roy Douglas Rader entered into a Compromise and Settlement Agreement dated May 13, 2003, which is attached hereto as Exhibit "A"; and

That an Agreed Order of Compromise and Settlement was filed in the above referenced matter, on June 2, 2003, a certified copy of which is attached hereto as Exhibit "B", incorporating by reference the above referred to Compromise and Settlement Agreement and through inadvertence the date of the Compromise and

Settlement Agreement was left blank in said Agreed Order of Compromise and Settlement.

Now, therefore, Rebecca E. Byrd hereby makes oath and certifies that the Compromise and Settlement Agreement dated May 13, 2003, is in fact the Compromise and Settlement Agreement which was referenced in the Agreed Order of Compromise and Settlement filed June 2, 2003 in the fore mentioned matter.

Further, affiant saith not.

This the 24th day of June, 2015.

Rebecca E Byrd

REBECCA E. BYRD

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

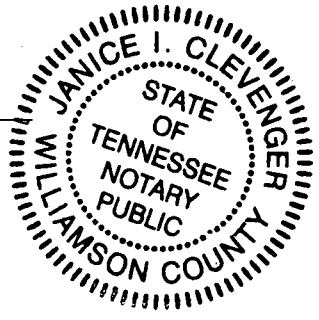
Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Rebecca E. Byrd, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the forgoing instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, on this the 24th day of June, 2015.

Janice I. Clevenger
Notary Public

My Commission Expires:

7/13/2016



COMPROMISE AND SETTLEMENT AGREEMENT

This agreement made and entered into this 13th day of May, 2003, by and between LEANNE R. SNIDER, CLAUDIA PAUL, LARRY DOUGLAS RADER, KATHILU MOTE, TERESA GIULIANI, and SAMUEL HERBERT RADER hereinafter called "Contestants," BETTY RADER, hereinafter called "Proponent," and the Estate of Roy Douglas Rader, hereinafter called the "Estate."

WITNESSETH

WHEREAS, the following actions are currently pending between the parties in The Seventh Circuit Court For Davidson County, Tennessee, Probate Division,

LEANNE R. SNIDER, et al, v. BETTY RADER, Executrix, DOCKET # 02P-2013;

ESTATE OF ROY DOUGLAS RADER, Deceased, and BETTY RADER v. CENTRAL SECURITY INSURANCE COMPANY, LEANNE R. SNIDER, and SAMUEL HERBERT RADER, DOCKET # 02P-1224;

IN RE ESTATE OF ROY DOUGLAS RADER, Deceased, DOCKET # 02P-1223

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in said actions.

NOW THEREFORE, for good and sufficient consideration the parties mutually agree as follows:

1. **REAL PROPERTY.** The parties agree that the real property shall be immediately listed for sale with Melissa Clough at Keller Williams Realty. Proponent may choose the initial listing price. After one hundred and twenty (120) days, if the realty remains on the market, the listing price shall be lowered by fifty thousand dollars ($50,000). If the realty remains on the market an additional ninety (90) days the listing price shall be lowered by an additional fifty thousand dollars ($50,000). Anytime a

EXHIBIT A

prospective buyer makes an offer within One Hundred Thousand ($100,000) Dollars of the listing price, that offer shall be accepted.

The parties shall divide the net proceeds from the sale of the real property as follows: Proponent shall receive fifty-two percent (52 %) of the net proceeds from the sale of the real estate of Roy Douglas Rader; and, Contestants shall receive forty-eight percent (48 %) of the net proceeds from the sale of the real estate of Roy Douglas Rader. Net proceeds are defined as the gross proceeds of the sale minus any commissions and fees necessary for sale and less any claims herein agreed to against the estate.

Proponent shall timely pay fifty-two percent (52%) of the mortgage beginning May 1, 2003, and shall have a claim against the estate for the mortgage payments she makes from that date forward. Any payments that Proponent has made on the mortgage or property prior to May 1, 2003 shall not be recognized as a claim against the Estate of Roy Douglas Rader. Contestants shall timely pay forty-eight percent (48%) of the mortgage beginning May 1, 2003, and shall have a claim against the estate for the mortgage payments they make from that date forward. The parties agree that Contestants shall be granted access to the real property and mortgage company records and to that end Proponent's counsel shall provide Contestants' counsel with the loan number and any authorizations necessary.

2. **PERSONAL PROPERTY.** The parties agree that the following items (which are taken from a hand written list attached as Exhibit 1) of personalty shall be the property of Contestants: Larry Douglas Rader's dresser, chest of drawers & mattress, sewing machine, all family pictures, cross-stitch mule & boot pictures, Kate and Maggie mule pictures, harness mirror, tractor, blue flower stoneware dishes, all cast iron

cookware (bean pot, skillets, etc.), mule figure (brass statue), .22 rifle, double barrel shotgun, any other firearms, tools, things in attic that belonged to Contestants' parents, coo-coo clock, and Roy D. Rader's clothes.

3. **CLAIMS AGAINST ESTATE.** The parties agree that Larry Rader's claim against the estate in the amount of nineteen hundred and fifty dollars ($1950) for James Vance's attorney's fees shall be paid by the estate. The parties agree that Larry Rader's claim against the estate in the amount of six thousand ninety-nine dollars and eighty-nine cents ($6099.89) shall also be paid by the estate. The parties agree that Larry Rader will pay the outstanding funeral home bill of approximately six thousand seven hundred and forty dollars ($6740) and shall have a claim against the estate for that amount. The parties agree that both Proponent and Contestants shall have claims against the estate for the mortgage payments they make on the Bellevue property starting May 1, 2003 onward. The parties agree that other than the mortgage payments that shall become a claim against the estate no further indebtedness shall be contracted against the estate from and after the date of execution of this agreement.

4. **DISMISSAL OF CASES.** The parties agree that the Contestants' will contest case which carries Davidson County Probate Court docket number 02P-2013 shall be dismissed with prejudice. The parties agree that the Proponent's tort and injunctive relief case which carries Davidson County Probate Court docket number # 02P-1224 shall also be dismissed with prejudice.

5. **ATTORNEY FEES AND COSTS.** Contestants shall pay all the attorney's fees incurred with Byrd & Associates, PLC. Proponent shall pay all the attorney's fees incurred with Wyatt Tarrant & Combs, LLP. The parties shall each pay

one half (1/2) of the attorney's fees incurred with Jack Robinson, Sr. at Gullett, Sanford, Robinson & Martin, PLLC. Each party shall pay their own court costs.

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

7. **MODIFICATION**. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties or by Order of the Court.

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

9. **EXECUTION**. 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.

10. **UNDUE INFLUENCE**. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason herein stated. The provisions of this Agreement and their legal effect are fully known to each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

11. **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. The parties agree that this Agreement may be

incorporated by reference into an Order of the Court dismissing all pending claims previously referenced.

WITNESS our hands the day and date first below written

Proponent:

Betty Rader 5-13-03
Betty Rader Date

Contestants:

Leanne R. Snider 5/17/03
Leanne R. Snider Date

Claudia Paul 5-15-3
Claudia Paul Date

Larry Douglas Rader
Larry Douglas Rader Date

Kathilu R. Mote 5-20-2003
Kathilu Mote Date

Teresa M. Giuliani 5/19/03
Teresa Giuliani Date

Samuel Herbert Rader 5/21/03
Samuel Herbert Rader Date

Exhibit A

THINGS WE WOULD LIKE FROM THE HOUSE.

- L.D.R.'s DRESSER & BED - Chest of drawers only mattress
- SEWING MACHINE
- ALL FAMILY PICTURES
- CROSS-STITCH MULE & BOOT PICTURES
- KATE AND MAGGIE MULE PICTURES
- HARNESS MIRROR.
- TRACTOR
- BLUE FLOWER STONE WARE DISHES
- ALL CAST IRON COOK WARE (BEAN POT, SKILLETS, ETC.)
- MULE FIGURE (BRASS STATUE)
- 22 RIFLE
- DOUBLE BARRLE SHOT GUN
- ANY OTHER FIRE ARMS
- TOOLS
- WE WOULD LIKE TO LOOK UP IN THE ATTIC TO SHE IF ANYTHING OF MOTHER'S AND DADDY'S IS STILL THERE.
- Coo-coo clock.

Add Clothes

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the ORDER heretofore filed in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 02 day of JUNE, 2003, in Docket Number 02P1223, IN RE: RADER, DOUGLAS ET.AL, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 26 day of JUNE in the year 2015 and in the 238 year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

EXHIBIT B

Copy

FILED

IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY,
TENNESSEE, PROBATE DIVISION 2003 JUN -2 PM 3:06

RICHARD R. ROOKER, CLERK

IN RE:)
ESTATE OF ROY DOUGLAS RADER,) DOCKET # 02P-1223 D.C.
Deceased)

AGREED ORDER OF COMPROMISE AND SETTLEMENT

This matter having come before the Court upon agreement of the parties, as evidenced by signatures of counsel for the respective parties below, and by the Compromise and Settlement Agreement entered into by the parties on the _____ day of _____, 2003 and incorporated by reference into this agreed order, and the Court being of the opinion that said agreements are fair and reasonable,

It is **THEREFORE ORDERED, ADJUDGED and DECREED** that the above titled matter shall be probated pursuant to the Compromise and Settlement Agreement.

Costs shall be taxed to the estate.

So **ORDERED** this 2 day of June, 2003.

Frank G. Clement, Judge

F:\Client Files\Estate of Roy Douglas Rader\Pleadings\2003April18AgreedOrderofComp. in Estate.doc

Copy

APPROVED FOR ENTRY:

WYATT, TARRANT & COMBS, LLP

By_____
Harris A. Gilbert, BPR #2781
Attorney for Executrix
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37203-1744
(615) 244-0020

BYRD & ASSOCIATES, PLC

By: Mark S. Waters
Rebecca E. Byrd, BPR #15394
Mark S. Waters, BPR #20321
Attorneys for Contestants
Suite 204, 317 Main Street
Franklin, Tennessee 37064
(615) 595-2991

CERTIFICATE OF SERVICE

I certify that a copy of this Agreed Order of Compromise and Settlement has been sent via U. S. Mail to the Honorable Harris A. Gilbert, Wyatt, Tarrant & Combs, LLP, Attorney for Executrix, Betty Rader, 2525 West End Avenue, Suite 1500, Nashville, Tennessee 37203-1744 this 22nd day of ~~April~~ May, 2003.

Mark S. Waters
Mark S. Waters, Attorney

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