Karen Johnson Davidson County
Batch# 497674 AFFIDAVIT
10/16/2020 03:46:30 PM 27 pgs
Fees: $137.00 Taxes: $0.00
20201016-0120956

THIS INSTRUMENT PREPARED BY:
Attorneys Title Company, Inc.
2927 Berry Hill Drive
Nashville, Tennessee 37204

AFFIDAVIT IN FURTHERANCE OF TITLE

RE: Patsy Sue Claude, Ownership of Real Property located at 5821 Nolensville Pike, Nashville, TN 37211 (the "Property")

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The undersigned, Patsy Sue Claude, being first duly sworn, deposes and says as follows to the best of her knowledge and belief:

1. I, Patsy Sue Claude, whether as an individual or as Trustee of the Patsy Sue Claude Revocable Living Trust U/A/D August 23, 2005, have owned an interest in the above referenced Property since April 30, 1986. The said Property is more fully described on the attached Exhibit A.

2. By deed recorded in Book 6849, Page 924, Register's Office for Davidson County, Tennessee, I acquired ownership of the Property together with my late husband, Howard R. Claude, as tenants by the entirety. By deed recorded as Instrument No. 20050712-0080584, said Register's Office, my husband attempted to convey his interest in the Property to me, although such deed was signed by my husband as "Howard Claude, Trustee with full power to sell, encumber, convey without power or enjoinder of any beneficiary" rather than by him as an individual. My husband Howard R. Claude died May 15, 2017 and title to the Property vested solely in my name as surviving tenant by the entirety.

3. Although my husband Howard R. Claude and I never divorced, we did legally separate as set forth in a civil action conducted in the Third Circuit Court for Davidson County, Tennessee under Case No. 13D-400. Attached hereto as Exhibit B is the Legal Separation Agreement (the "LSA"), consisting of 23 pages, which was entered in such action. In the LSA and the Postnuptial Agreement incorporated therein, my husband Howard R. Claude acknowledged and declared that the Property was, or was to be, my sole and separate property. In any event, upon my husband's death in 2017, the Property vested solely in my name as surviving tenant by the entirety.

5. I hereby request that the Register of Deeds for Davidson County, Tennessee accept this Affidavit for recording to reflect the full circumstances upon which I acquired full, complete and sole ownership of the Property whether during the lifetime of my late husband Howard R. Claude or upon his death. I have signed this Affidavit in preparation for an upcoming sale and conveyance of the Property. When I do sell and convey the Property, I will sign the necessary deed and related documents both in my capacity as an individual and as Trustee of the Patsy Sue Claude Revocable Living Trust U/A/D August 23, 2005.

Executed this 16th day of October, 2020.

Patsy Sue Claude

Patsy Sue Claude

Note to Notary Public: Both the following Jurat and Acknowledgement are required to be completed with respect to the signature which appears above.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 16th day of October, 2020.

Notary Public
My Commission Expires: 1/17/21

JOHN T. COOK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

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 Patsy Sue Claude, 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 16th day of October, 2020.

JOHN T. COOK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Notary Public
My Commission Expires: 1/17/21

EXHIBIT A

Legal Description

LAND in Davidson County, Tennessee, being Lot No. 6 on the Map of the Subdivision of part of the King Property in the 5th District of Davidson County, Tennessee, known as the H.E. Bernal Subdivision and described according to a copy of a survey thereof made by H.B. Fowlkes, Surveyor, dated October, 1946, as follows:

BEGINNING at a point in the easterly margin of Nolensville Pike at the corner of Lots Nos. 5 & 6; thence with the margin of said Pike northerly 119.1 feet to a point; thence at right angles easterly 15 feet to a point in the said Pike; thence with the margin of the same, northerly 81.9 feet to the corner of Lots Nos. 6 & 7; thence with the line between said lots easterly 703.6 feet; thence South 44 degrees 8' East 200.3 feet to the corner of Lots Nos. 5 & 6; thence with the line between said lots westerly 723.9 feet to the BEGINNING, containing 3.3 acres, more or less.

Being part of the same property conveyed to Howard Claude and wife, Linda Claude by Deed dated June 14th, 1976 from Bobby D. Benningfield and wife, Glenda Benningfield, of record in Book 5042 Page 801 Register's Office for Davidson County, Tennessee. The said Howard Claude and wife, Linda Claude divorced, as evidenced by Final Decree, of record in File No. 80D-3289, Circuit Court for said county. The property was further conveyed to Howard Claude, Trustee with full power to sell, encumber, convey, without the power or enjoinder of any beneficiary, his successors, heirs and assigns by Quitclaim Deed dated January 3rd, 1983 from Linda Claude (now Watlington), of record in Book 6131 Page 836, said Register's Office, and further conveyed to Howard Claude, Trustee with full power to sell, encumber and convey, without joinder of any beneficiary, and his successors and assigns, by Quitclaim Deed dated June 7th, 1985 from Joe Watlington, of record in Book 6584 Page 101, said Register's Office. The said property was further conveyed to Howard R. Claude et ux Patsy Sue Claude by Quitclaim Deed dated April 30th, 1986 from Howard Claude, Individually and Howard Claude, Trustee, of record in Book 6849, Page 924, said Register's Office. The said property was further conveyed to Patsy R. Claude by Quitclaim Deed dated June 30th, 2005 from Howard Claude, Trustee with full power to sell, encumber, convey without the power or enjoinder of any beneficiary, of record in Instrument No. 20050712-0080584, said Register's Office. Howard Reed Claude died on May 15, 2017 and his interest in the property was established in Patsy Sue Claude aka Patsy R. Claude as surviving tenant-by-the-entirety. The property was further conveyed to Patsy Sue Claude, Trustee U/A/D August 23, 2005 of the Patsy Sue Claude Revocable Living Trust Agreement and any Successors in Trust, and any amendments thereto by Quitclaim Deed dated August 30,2009 from Patsy R. Claude, Individually, of record in Instrument No. 20050901-0104954, said Register's Office.

Howard Claude being one and the same person as Howard R. Claude and Howard Reed Claude. Patsy Sue Claude being one and the same person as Patsy R. Claude.

INCLUDED in the foregoing description but EXCLUDED from this conveyance is the property conveyed to the State of Tennessee by Warranty Deed, of record in Instrument No. 20170705-0067280, Register's Office for Davidson County, Tennessee.

Tax Map ID Number: 17300006300

COPY

EXHIBIT B

Legal Separation Agreement

FILED

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2013 APR 16 AM 11:02

RICHARD R. ROOPER, CLERK

D.C.

PATSY SUE CLAUDE,	)	
	)	
Plaintiff	)	
	)	
v.	)	**No. 13D-400**
	)	
HOWARD R. CLAUDE	)	
	)	
Defendant.	)	

LEGAL SEPARATION AGREEMENT

THIS AGREEMENT, made and entered into by and between Patsy Sue Claude, hereinafter referred to as "Wife", and Howard R. Claude, hereinafter referred to as "Husband",

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife; and

WHEREAS, the parties agree to stipulate to grounds for legal separation pursuant to T.C.A. § 36-4-129; and

WHEREAS, Husband is aware of the fact that Wife has filed suit against him for legal separation in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, Husband hereby specifically waives his right to service of the Complaint upon him; and

WHEREAS, Husband hereby specifically waives his right to file an Answer to the Complaint; and

WHEREAS, there are no minor children born to this marriage; and

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

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

HRC _____ PSC _____

HRC PSC

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CHILDREN: There are no minor children born of this marriage.

SPOUSAL SUPPORT: The Husband shall pay spousal support to the Wife as follows: Beginning May 1st, 2013, the Husband shall pay the Wife $800.00 (eight hundred dollars) per month, due and payable in not less than two payments of $400.00 (four hundred dollars) on the 1st and 15th of each month. These payments will not be taxable to the Wife or tax deductible to the Husband. In the event of a divorce, ~~these payments shall be considered transitional alimony to the Wife, and~~ these terms are modifiable by the Court or upon agreement of the parties.

MEDICAL INSURANCE: The parties agree that each shall continue to be covered by their currently existing health insurance policies. In the event that these policies shall alter, or be altered by the parties, the Husband and the Wife shall be responsible for their own health insurance coverage, and neither shall maintain any claim upon the other for maintenance of health insurance.

LIFE INSURANCE: The Husband owns a life insurance policy (#170841) through United Life Insurance. This $5,000.00 (five thousand dollars) policy names the Wife as sole beneficiary. This policy shall remain in effect and will not be revoked by the terms of this Agreement.

REAL PROPERTY: The parties do not own any jointly held property. All property previously owned jointly by the parties has been conveyed, quitclaimed, or otherwise converted into sole ownership by one of the parties pursuant to the parties' Postnuptial Agreement, executed December 8, 2009. (Exhibit A)

HUSBAND'S PERSONAL ASSETS: *For any assets not addressed specifically herein,* on the date of the final hearing, Husband may own in fee simple, and in which Wife has no ownership interest or signatory rights, some certain savings accounts, checking accounts, pension plans, life insurance policies and/or retirement benefits. The parties agree that as of the date of the Final Decree in this cause of action, Husband shall retain all of his rights in his said savings accounts, checking accounts, pension plans, life insurance policies and/or retirement benefits,

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and they shall be owned by Husband, in fee simple, to which Wife shall have no right, title or interest.

WIFE'S PERSONAL ASSETS: *For any assets not addressed specifically herein*, on the date of the final hearing, Wife may own in fee simple, and in which Husband has no ownership interest or signatory rights, some certain savings accounts, checking accounts, pension plans, life insurance policies and/or retirement benefits. The parties agree that as of the date of the Final Decree in this cause of action, Wife shall retain all of her rights in her said savings accounts, checking accounts, pension plans, life insurance policies and/or retirement benefits, and they shall be owned by Wife, in fee simple, to which Husband shall have no right, title or interest.

PERSONAL PROPERTY AND FURNISHINGS: The parties have agreed to a division of the personal property as listed in the attached Exhibit B.

For any personal property not addressed specifically in Exhibit B: All other personal property within the marital homeplace has been equitably and fairly divided between the parties. Any and all other personal property currently in the possession of each respective spouse at the time of the execution of this agreement shall remain their sole property respectively in fee simple to which the other shall have no right, title, or interest.

VEHICLES: The Wife shall own the 2011 Nissan Versa on which there is an indebtedness of $12,000.00 (twelve thousand dollars) to Wells Fargo. Upon the execution of this agreement, the Husband relinquishes all rights, title and interest in the same and shall execute a power of attorney to transfer title, if required. The **Wife shall assume the entire remaining indebtedness** and hold the Husband harmless for any obligations he would have to pay this debt through contract or as a result of the marital relationship of the parties.

RETIREMENT ACCOUNTS AND PENSIONS: The parties do not own any retirement accounts or pensions, either jointly or individually.

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TAXES: The parties have filed separate tax returns since the execution of a Postnuptial Agreement in 2009, and both Husband and Wife intend to so continue. However, since the parties are still married, they may file joint tax returns unless or until such time as they are divorced. If they file separate returns, the spousal support/alimony paid to the Wife shall not be tax deductible to the Husband or taxable to the Wife.

ATTORNEY'S FEES AND COURT COSTS: The parties agree to split equally all attorneys' fees and court costs.

JOINT DEBTS: Other than any debts described above, the parties own no joint debts, either secured or unsecured. There are no credit cards held in the joint names of the parties.

SEPARATE DEBTS: The parties hold separately, in their own individual names, certain credit cards, debts and liabilities. Each party shall be solely responsible for the debts incurred under their own name and individually held. Each party will hold the other harmless for any debts incurred under their own name individually, although incurred during the marital relationship. The parties understand and agree that their respective obligations to hold the other party harmless are nondischargeable debts under 11 USC 523 (5) of the Bankruptcy Code, these obligations being part of the final financial settlement for both parties and necessary for the support of the other. This financial obligation on the part of both parties is not part of the property settlement. The division of property is set forth elsewhere in the Legal Separation Agreement.

ABILITY OF CREDITORS: By signing this Agreement, the parties understand that, according to T.C.A. § 36-4-134, this Agreement 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 decree for an account, any debt associated with an account or any debt. Both parties hereby understand that it may be in their best interest to cancel, close or freeze any jointly held accounts.

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NO UNDISCLOSED LIABILITIES: By the signing of this agreement, the parties acknowledge affirmatively that there are no other joint liabilities of liens against personal or real property held against them; whether to a person, business, corporation or government agency.

REVOCATION OF BENEFICIARY: The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be and hereby are revoked. Such documents include, but are not limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

WITHDRAWAL OF COUNSEL: The parties understand that the entry of the Final Decree of Legal Separation will complete the contract obligations of the attorney, Julie E. Dyess, and she shall be allowed to withdraw as counsel of record after the court has entered an Order of Separation.

TAX ADVICE: The parties acknowledge that present counsel does not hold themselves out to have a specialty in the area of tax law and are not, therefore, giving specific tax advice to the parties.

EXECUTION OF TERMS OF THIS AGREEMENT: It is understood and agreed by and between the parties, as part of this consideration for execution of this Agreement that each party shall execute and deliver to the other party any and all instruments or documents necessary or required in order to implement the terms of this Agreement.

FULL DISCLOSURE: 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 the estate of the parties jointly and personally, and each of the

HRC HRC _____ PSC PSC _____

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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 hereafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

INDEMNIFICATION: It is understood and agreed by and between the parties that, from and after signing this Agreement, neither party has nor will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including any interest and expenses incurred, costs of collection and a reasonable attorney's fee, *if any*.

ENFORCEMENT: Both parties agree to effect the terms and conditions of this agreement as contained herein. Should either party be required to seek enforcement through the use of a legal professional, whether it be for the purposes of filing a suit for equitable relief or through any other form of written communication, the party at fault in not complying with the terms stated herein shall pay all reasonable costs, including attorney's fees, discretionary expenses and court costs.

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

ACKNOWLEGEMENT: It is understood and agreed between the parties that this Agreement is entered into without any undue influence, duress, fraud, coercion, or misrepresentation, or for any reason herein not stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable, and that it is being entered into voluntarily, and that each party has either been advised by legal counsel or has been advised to seek legal counsel and has either conferred with legal counsel or has had the opportunity to do so before signing this Agreement.

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

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

AMENDMENTS: This Agreement may be altered, amended, or cancelled only by an instrument in writing, signed by each of the parties.

ORDER OF THE COURT: The parties agree that this Agreement shall be tendered to the Court, and subject to Court approval, shall be incorporated into and made a part of any decree of legal separation which may be entered hereafter and based upon the Complaint for legal separation.

Patsy Sue Claude

Patsy Sue Claude

Howard R. Claude

Howard R. Claude

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, Patsy Sue Claude, being duly sworn, make oath that I have read the foregoing Legal Separation Agreement, know the contents thereof, and that the same is true and correct to the best of my knowledge, information and belief.

And hereby acknowledge the execution of the instrument for the purposes therein contained.

HRC HRC

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2013 APR 23 AM 11:25

RICHARD R. ROOKER, CLERK

D.C.

PATSY SUE CLAUDE,	)	
	)	
Plaintiff	)	
	)	
v.	)	**No. 13D400**
	)	
HOWARD R. CLAUDE	)	
	)	
Defendant	)	

FINAL DECREE OF LEGAL SEPARATION

This cause came to be heard before the Honorable Judge Phillip Robinson on the 23rd day of April, 2013. The Court affirmatively finds that the Plaintiff Wife, Patsy Sue Claude, filed a Complaint for Legal Separation against the Defendant Husband, Howard R. Claude on the 6th day of February, 2013 and the Defendant waived service of process. More than sixty days have elapsed since the filing of this Complaint.

The Court further affirmatively finds as follows: the parties have stipulated to grounds for legal separation pursuant to T.C.A. § 36-4-129; both parties entered into a written and notarized Legal Separation Agreement that provides adequate and sufficient provisions for the equitable settlement of any property rights between the parties; there are no minor children of this marriage; and the Notice Regarding Insurance Coverage of Spouses and Former Spouses as required by T.C.A. § 56-7-2366 has been filed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff Wife, Patsy Sue Claude, is awarded a legal separation from the Defendant Husband, Howard R. Claude, on stipulation to grounds pursuant to T.C.A. § 36-4-129~~and the parties are restored to all rights and privileges of unmarried persons~~.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all provisions of the said Legal Separation Agreement are hereby approved and made the judgment of this Court as attached.

Copy

Patsy Sue Claude

Patsy Sue Claude

Sworn to and subscribed before me this 19 day of MARCH, 2013.

Notary

My Commission Expires October 18, 2016

My Commission Expires: _____

GORDON WEIGLE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, Howard R. Claude, being duly sworn, make oath that I have read the foregoing Legal Separation Agreement, know the contents thereof, and that the same is true and correct to the best of my knowledge, information and belief.

And hereby acknowledge the execution of the instrument for the purposes therein contained.

Howard R. Claude

Sworn to and subscribed before me this 19 day of MARCH, 2013.

Notary

My Commission Expires October 18, 2016

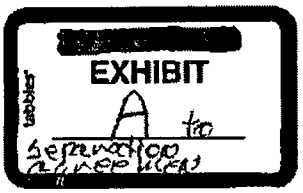
My Commission Expires: _____

GORDON WEIGLE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

HRC _____

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POSTNUPTIAL AGREEMENT

FILED
2013 APR 16 AM 11:02
RICHARD R. ROOKER, CLERK

This Postnuptial Agreement ("Agreement) is made by and between Howard R. Claude ("Mr. Claude"), a resident of Nashville, Davidson County, Tennessee, and Patsy Sue Claude ("Mrs. Claude"), a resident of Nashville, Davidson County, Tennessee (collectively, a "Party" or the "Parties" herein), on this the 8th day of December, 2009.

1. **Recitals.** The Parties were married on June 6, 1981, and both have been previously married.

The Parties have entered into this Agreement to define the interest which each of them shall have in the property of the other during the other's life and in the estate of the other after his or her death. Both parties hereto wish to protect the interest that each has in his or her separate property at this time and as part of the consideration for this Agreement are making certain property transfers and other adjustments to their respective estates to be more fully described in the new wills of the parties and other legal and binding documents.

The parties have been fully advised of their rights and liabilities as reflected herein. Mr. Claude and Mrs. Claude have both had the benefit of separate counsel, have reviewed opinions and documents prepared by said counsel, and have had ample opportunity to consult with separate counsel after being advised to do so and have freely chosen to agree between themselves pursuant to the terms of this Agreement and to retain, indemnify, hold harmless, and compensate James A. Freeman & Associates as counsel for both parties to finalize this and related estate planning documents. Neither Party is under any compulsion, duress or undue influence by the other Party or any third Party to execute this Agreement and accordingly execute it of their own free will.

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2. **Disclosure of Property**. At the time this Agreement is executed, Mr. Claude has listed in Exhibit A which is attached and incorporated by reference, a schedule setting forth substantially all the real and personal property in which he has an interest, the approximate value of such interests to the extent reasonably known to him at this time and to any other resources which are available to him as a means of present and future potential income.

At the time this Agreement is executed, Mrs. Claude has listed in Exhibit B which is attached and incorporated by reference, a schedule setting forth substantially all the real and personal property in which she has an interest, the approximate value of such interests to the extent reasonably known to her at this time and to any other resources which are available to her as a means of present and future potential income.

Each Party acknowledges that he or she has reviewed the contents of Exhibits A and B, referred to above and has discussed their contents with the other Party, so as to establish to the satisfaction of each a reasonable understanding and knowledge of the nature and extent of the financial estate of the other Party and of the potential of each Party to achieve profits or income from further investments of their property interests, or by means of their time, skill, and efforts. Accordingly, each Party freely and voluntarily acknowledges entering into this Agreement with a mutual understanding of the potential current and future financial circumstances of the other Party. Based on such knowledge, each Party enters into this Agreement freely and voluntarily, and without any financial expectations from the other Party except as are defined in this Agreement and/or certain estate planning documents to be executed at the same time as this Agreement.

Copy

3. **Release by Each Party in Assets Presently Owned by the Other, Acquired During Marriage, and in Assets of the Other in Certain Additional Property**. Mr. Claude and Mrs. Claude hereby waive, release and relinquish all right, title, estate and interest, statutory or otherwise, including, but not limited to, community property rights, the rights or claims of dower, curtesy, or any substitutes therefore provided by the statutes of the State of Tennessee or any other state in which the parties may be domiciled or in which they may own real property, widow's or widower's allowance, statutory allowance, right to homestead, distribution in intestacy, and right of election to take against the Last Will and Testament ("Will") of the other Party, as well as the right to act as personal representative of the estate of the other, which either might acquire under the present or future law of any jurisdiction as the spouse, widow or widower, heir-at-law, next-of-kin, or distributee of the other in the assets owned by the other Party at the time of the execution of this Agreement, or assets which are acquired by the other from proceeds of or disposition of any assets owned by the other Party at the time of the execution of this Agreement and subsequent to said Agreement. Such assets shall include, but not be limited to, any and all assets which either may receive by inheritance or gift and any and all assets which are acquired by the other from earned income, appreciation in value of and income from any assets owned by the other at the time and subsequent to this Agreement or inherited by the other, or the proceeds from the sale or disposition of such assets.

4. **Release by Each Party of Debts Presently Owned by the Other, Acquired During Marriage**. The respective debts contracted by each party prior to and after the execution of this Agreement of the parties are to be paid by the Party who shall have contracted or may in

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the future contract the same, and the property of the other Party shall not in any respect be liable for payment thereof.

5. **Separate Ownership of Assets.**

a. **Assets Owned at Time of Agreement**. As of the date of this Agreement, each Party shall keep and retain sole ownership and control of all assets, real or personal, now owned by such Party, including the property listed in Exhibit A for Mr. Claude's assets, or in Exhibit B for Mrs. Claude's assets, which are acquired with the proceeds or income from assets existing on the date of this Agreement, and inherited assets or assets which are gifts, as well as assets acquired with income therefrom.

b. **Assets Acquired Subsequent to Agreement**. As of the date of this Agreement and for the balance of the marriage, each Party shall acquire, keep and retain sole ownership and control of all assets, real or personal, acquired by such Party subsequent to the execution of this Agreement, including any assets which are acquired from that Party's income or the income or proceeds from assets acquired subsequent to the Agreement; provided, however, that Mr. Claude and Mrs. Claude may elect to acquire or place assets in their joint names in which case said property shall be deemed to be owned jointly with the right of survivorship.

c. **Transfer into Corporations, Partnership, Joint Venture or Trust**. As of the date of this Agreement, Mr. Claude and Mrs. Claude may, but neither is required to, transfer all or a portion of his or her respective assets into a corporation, partnership, joint venture or trust to be established for the purpose of maintaining his or her respective separate interests therein. The parties agree that the interest in any such corporations, partnerships, joint ventures and/or trusts received in exchange for all or a portion of such assets together with any

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interest each of them may have in the now existing or after acquired assets of such corporations, partnerships, joint ventures or trusts, shall be and shall remain his or her separate property. The Parties agree that any income paid or distributed from the foregoing entities (or their successor corporations partnerships, joint ventures or trusts) also shall be subject to this Agreement.

6. **Disclosure of Net Worth**. Each Party covenants and represents to the other that he or she has used reasonable efforts to prepare and disclose to the other the nature and extent of his or her various assets, interests and sources of income, and that Exhibits A and B, which are attached hereto and incorporated herein as a part hereof, fully and fairly reflect the said assets and interests of each Party to the best of his or her knowledge, respectively.

7. **Execution of Additional Documents**. Each Party shall, upon the request of the other Party, execute, acknowledge and deliver any and all instruments reasonably necessary or appropriate to carry into effect the intention of the Parties as expressed in this Agreement, and to make this Agreement effective in any jurisdiction in which either Party has property.

8. **Voluntary Transfers Permitted**. The purpose of this Agreement is to limit the rights of each Party in the assets of his or her spouse in the event of death, separation or divorce, but this Agreement shall not be construed as placing any limitation on the rights of either Party to make voluntary inter vivos and testamentary transfers of his or her assets to his or her spouse or to establish joint accounts with one another. However, the parties acknowledge that no representations or promises of any kind whatsoever have been made by either of them to the other with respect to any such transfers, conveyances or fiduciary relationships.

9. **Informed Consent by Mrs. Claude**. Mrs. Claude declares that she fully understands the terms and provisions of this Agreement, that she has been fully informed of her

Copy

legal rights and liabilities, that she believes that the provisions of this Agreement are fair, just and reasonable, and that she signs this Agreement freely and voluntarily and with advice of counsel.

10. **Informed Consent by Mr. Claude.** Mr. Claude declares that he fully understands the terms and provisions of this Agreement, that he has been fully informed of his legal rights and liabilities, that he believes that the provisions of this Agreement are fair, just and reasonable, and that he signs this Agreement freely and voluntarily and with advice of counsel.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, which laws, the parties understand, both by statute and common law, uphold the validity of postnuptial agreements. This Agreement shall be enforceable only in the courts of Davidson or Williamson County, Tennessee.

12. **Entire Understanding.** This Agreement contains the entire understanding of the parties, and there are no representations, warranties, promises, covenants and undertakings, oral or otherwise, other than those expressly set forth herein. This Agreement is intended to cover all assets now owned by each Party and all assets which the parties may hereafter acquire, jointly and individually. Further, this Agreement is intended to cover all separate and marital property of the parties as those terms are defined in Section 36-4-121, Tennessee Code Annotated.

13. **Consideration.** A portion of the consideration for this Agreement is the marriage of the parties, and the mutual promises contained herein.

14. **Binding Agreement and Termination.** This Agreement shall become effective as of the date of execution hereof and shall when and where necessary refer back to and be effective from the date of the marriage of the parties, and shall inure to the benefit of, and shall

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Copy

be binding upon the parties hereto, their heirs, personal representatives, and assigns. The parties may, by written agreement only, terminate this Agreement at anytime.

15. **Legal Fees**. Mr. Claude and Mrs. Claude each bear the costs of their own legal expenses incurred in retaining legal advice regarding their rights and obligations under this Agreement in the retention of counsel prior to or subsequent to this Agreement.

16. **Enforcement of Agreement**. In the event either Party seeks to enforce the terms of the Agreement in a jurisdiction other than Tennessee as set forth above that fails or refuses to recognize its validity, such judicial determination shall not prevent the other Party or the heirs of said Party from seeking to enforce the Agreement in Tennessee as specified in this Agreement.

17. **Severability**. In the event any provision of this Agreement shall beheld invalid, unenforceable or void for any reason the remaining provisions of this Agreement shall not be affected, said provisions being severable.

18. **Headings**. Headings to items herein are for convenience only and shall not be construed to have any effect or meaning with respect to the content of such items. Such content will be controlling as to this Agreement.

19. **Neither Party Shall Be Considered As the Drafter Hereof.** Since this Agreement has been drafted by attorneys chosen by the Parties to act jointly on their behalf it shall not be construed against either Party as the drafter hereof.

Copy

IN WITNESS WHEREOF, the parties hereto have signed this Agreement consisting of a total of eleven (11) typewritten pages on the day and year first above written.

Howard R. Claude

Patsy Sue Claude

Patsy Sue Claude

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Megan E. Flowers, a/k/a Megan E. Livingstone, a Notary Public of the state and county aforesaid, personally appeared Howard R. Claude, 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 and official seal at Nashville, Tennessee this 8th day of December, 2009.

Megan E Flowers aka Megan E. Livingstone

Notary Public

My Commission Expires: _____

MEGAN E. FLOWERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2010

Copy

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Megan E. Flowers, a/k/a Megan E. Livingstone, a Notary Public of the state and county aforesaid, personally appeared Patsy Sue Claude, 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 and official seal at Nashville, Tennessee this 8th day of December, 2009.

Megan E Flowers aka Megan E. Livingstone
Notary Public

My Commission Expires: _____



Copy

EXHIBIT A
DISCLOSURE OF PROPERTY

FILED
2013 APR 16 PM 3:21

12-7-09
Howard R. Claude
Networth Statement

Assets	Liabilities
306 Philfre Court (Mobile Home Park) $570,000 1/2009 Bank Appraisal	GreenBank $397,650.62 (Mobile Home Park)
E208 Lenox Village Drive $104,500 2009 Tax Assessment	Vanderbilt Mortgage $1,299.83 (Mobile Home Park)
Z4 Bienville Drive $123,300 2009 Tax Assessment	Bank of America $81,460.78 (E208 LV DRIVE)
Z1 Bienville Drive $138,900 2009 Tax Assessment	Bank of America $117,338.69 (Z4 Condo)
139 Forest Trail $335,000 5/2009 Bank Appraisal	Bank of America $129,680.40 (Z1 Condo)
Domestic Angels $2,000 Physical Assets	1st National Bank $270,000 / Personal $30,000 (Concord Forest)
Personal Assets $5,000	Carmax / Truck $3,122
Misc. Cars ½ Interest $10,000	Home Depot Cards $7,128.18
Wal-Mart Outparcel $ 55,000	AARP $7,368.97
	Citi Bank $5,526.54
	Sam's $1,581.68
	Bank Of America Charge Card $984.23
	Bank Of America Line of Credit $36,224.99
	Chase Card $1,352.05
	Lowe's $1,482.54
	US Bank $3,221.01
	Advanta $1,222.11
Total $1,343,700.00	**Total $1,098,127.16**

Net Worth $245,572.84

Copy

EXHIBIT B
PATSY SUE CLAUDE
DISCLOSURE OF PROPERTY

FILED
2013 APR 16 PM 3:21
[illegible] CLERK
D.C.

Pat's Assets

Home: 6210 Nolensville Road
Nashville, TN 37211
Property Value: $347,400

Condo: 5515 Country Drive D19
Nashville, TN 37211
Property Value: $84,800

Liabilities

Chase $10,000.00

202010160120956

Copy

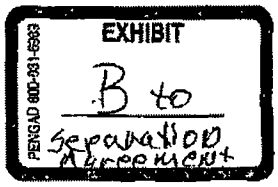


EXHIBIT B

FILED
2013 APR 16 PM 3:24
RICHARD R. ROOKER, CLERK
B.C.

DIVISION OF PERSONAL PROPERTY

Husband shall own the following personal property:

1. Personal effects (clothes, accessories, shoes, medications, toiletries)
2. Record collection
3. Book collection
4. Jukebox
5. Miscellaneous furnishings (bed, dresser, table, 3 chairs, lamp, nightstand, pictures, vase, family heirlooms)

Wife shall own the following personal property:

1. Personal effects (clothes, accessories, shoes, medications, toiletries)
2. Holiday decorations
3. China, dishes, silverware, and kitchen items
4. Miscellaneous furnishings (beds, dressers, piano, chairs, lamps, tables, pictures and decorations, family heirlooms)

Copy

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this 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 decree for an account, any debt associated with an account, or any debt. The parties shall decide if it is in their best interest to cancel, close or freeze any jointly held accounts.

The costs of this cause shall be taxed equally to the Husband and the Wife, for which execution may issue if necessary.

It is so ordered.

ENTERED THIS THE 23 DAY OF APRIL, 2013.

JUDGE PHILLIP ROBINSON

Approved for Entry:

Julie E. Dyess (BPR # 031437)
James A. Freeman & Associates, P.C.
2804 Columbine Place
Nashville, TN 37204
Phone: 615-383-3787
Fax: 615-463-8083
Attorney for Wife

Copy

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to the following on the 23 day of April, 2013:

Julie E. Dyess, Esq.
2804 Columbine Place
Nashville, TN 37204

Howard R. Claude
6210 Nolensville Road
Nashville, TN 37211

Melissa Baines
Clerk

I, John T. Cook, do hereby make oath that I am a licensed attorney and the custodian of the electronic Version of the attached document tendered for Registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

John T. Cook

State of Tennessee
County of Davidson

Personally appeared before me, Katherine Goodson, a notary public for this county and state, John T. Cook, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Katherine Goodson
Notary Public

My commission expires: Jan. 3, 2023

