Karen Johnson
Batch # 1132359
05/08/2024 10:46:02 AM
Fees: $32.00 Taxes: $0.00
Davidson County
DEEDQC
6 pgs
20240508-0033877

THIS INSTRUMENT PREPARED BY:
Bradford Dee Carson
4823 Whites Creek Pike
Whites Creek, Tennessee 37189

RETURN INSTRUMENT AND FUTURE TAX BILLS TO:
Sabrina Whaley
4823 Whites Creek Pike
Whites Creek, Tennessee 37189

QUITCLAIM DEED

(T.C.A. § 66-5-103(2))

Parcel Identification Number: Map 030 Parcel 107.00

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bradford Dee Carson, an unmarried man, with an address of 4823 Whites Creek Pike, Whites Creek, Tennessee 37189, County of Davidson (the "Grantor"), hereby quitclaims unto Bradford Dee Carson, an unmarried man, with an address of 4823 Whites Creek Pike, Whites Creek, Tennessee 37189, County of Davidson and Sabrina Whaley, an unmarried woman, with an address of 4823 Whites Creek Pike, Whites Creek, Tennessee 37189, County of Davidson, each with equal interests as tenants in common (collectively, the "Grantees"), all of Grantor's right, title, interest, and claim in or to an undivided 50 percent interest in the real property located in Davidson County, Tennessee, described as follows (the "Property"):

2.0100 acres of land, more or less, being the E. Side of Whites Creek Pike, South of Laws Rd, Whites Creek, Davidson County, Tennessee. Being the same land described in that certain Quit Claim Deed dated February 28, 2014 recorded in Deed Book 20140304 Page 0018192 of the Deed Records of Davidson County, Tennessee. Also, the same property described in that certain Warranty Deed dated May 21, 1971 recorded in Deed Book 00004510, Page 0000856 of the Deed Records of Davidson County, Tennessee.

Being one and the same as the property conveyed by the Quitclaim recorded Deed Book 20170505 Page 0050198 in the records of Davidson County, Tennessee, on May 19, 2017.

The above-described property is improved property known as: 4823 Whites Creek Pike, Whites Creek, Davidson County, Tennessee

By signing this Quitclaim Deed, Grantor quitclaims whatever interest Grantor may have in the Property to the Grantees with no express or implied warranty of title.

Signed by the Grantor, Bradford Dee Carson, on April 21, 2024

Bradford Dee Carson

STATE OF TENNESSEE
CITY/COUNTY OF Davidson

On this 21 day of April, 2024, before me personally appeared Bradford Dee Carson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

WITNESS my hand and seal, at office in City/County of Davidson, State of Tennessee, this 21 day of April, 2024.

[SEAL]

CHERYL BLAY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
EXPIRES SEPTEMBER 02, 2024

Cheryl Blay
NOTARY PUBLIC
My Commission Expires: 9/2/2024

STATE OF TENNESSEE
CITY/COUNTY OF Davidson

Affidavit of Consideration

I hereby swear that, to the best of my knowledge, information, and belief, the actual consideration for this transfer is $10.

Affiant

CHERYL BLAY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
EXPIRES SEPTEMBER 02, 2024

Tenants in Common Agreement

THIS AGREEMENT, made on this April 21, 2024, by and among **Bradford Dee Carson of 4823 Whites Creek Pike, Whites Creek, Tennessee 37189** and **Sabrina Whaley of 4823 Whites Creek Pike, Whites Creek, Tennessee 37189** hereinafter referred to singularly as *Tenant* and collectively referred to as the "*Tenants in Common.*"

Recitals

The *Tenant*s in Common have jointly acquired the fee title to the property described below (the 'Property').

The Property is legally described as follows:

2.0100 acres of land, more or less, being the E. Side of Whites Creek Pike, South of Laws Rd, Whites Creek, Davidson County, Tennessee. Being the same land described in that certain Quit Claim Deed dated February 28, 2014 recorded in Deed Book 20140304 Page 0018192 of the Deed Records of Davidson County, Tennessee. Also, the same property described in that certain Warranty Deed dated May 21, 1971 recorded in Deed Book 00004510, Page 0000856 of the Deed Records of Davidson County, Tennessee.
Being one and the same as the property conveyed by the Quitclaim recorded Deed Book 20170505 Page 0050198 in the records of Davidson County, Tennessee, on May 19, 2017.

The above-described property is improved property known as: 4823 Whites Creek Pike, Whites Creek, Davidson County, Tennessee

Each of the *Tenants in Common* has an equal and undivided interest in the Property as follows:
Bradford Dee Carson - 50
Sabrina Whaley – 50

The parties have agreed to limitations on the right and power to transfer their undivided interests.

Definitions of terms

The following terms shall have the meanings and definitions as set forth below:
(a) "Related individual" or "related individuals" shall mean brothers, sisters, spouses, lineal descendants, spouses of lineal descendants, trustees for the benefit of any such persons, and corporations owned or controlled by any of the foregoing

.

(b) "Proportionate share" shall mean that portion of the undivided interest in the Property offered for sale which the undivided interests owned by a *Tenant in Common* and his "related individuals" bears to all of the undivided interests in the Property, other than that offered for sale.

Transfer Restriction

Each of the *Tenant*s in Common will not dispose, transfer, devise, convey, lease, mortgage, or otherwise encumber his undivided interest in the Property, without the written consent of the other *Tenants* in Common, whose consent shall not be unreasonably withheld.

(a) Upon the death of a *Tenant in Common*, the administrator of the deceased *Tenant's* estate shall offer the undivided interest for sale to the other *Tenant in Common* for the sum of $500. Each *Tenant in Common* shall have the right to purchase a "proportionate share" of the undivided interest. Payment for the undivided interest shall be made within 60 days after the offer to purchase is made unless arrangements for deferred payment are agreed upon. In the event that the undivided interest of the seller is not purchased by the other Tenants in Common, then the undivided interest shall be free of all restrictions under this agreement.

(b) In the event that no purchase is made as provided in subparagraph (a), the undivided interest of deceased Tenant may be transferred to a "related individual" or to "related individuals" upon such terms as may be agreed upon with the executor or administrator of the deceased *Tenant's* estate or as may be provided in his will or in a separate agreement duly signed by the Tenant. Notwithstanding any such transfer to a related individual, the transferee shall not have any rights in and to the Property except through the transferor Tenant.

Sharing of Expenses

Each Tenant shall advance, or cause to be advanced in a timely fashion, their one-half share of the money required to pay for taxes and the maintenance and operation of the Property and for the cost of any improvements. A single account book showing these expenses will be kept.

Defaulting in the Sharing of Expenses

If either Tenant fails to contribute his or her one-half share of the common expenses, the other Tenant shall have the right, after giving the defaulting Owner 30 days- notice in writing, to subtract the amount of defaulting *Tenant's* unpaid share from his or her equity, accruing interest at the rate of 10% from the date the debt is incurred. If the defaulting *Tenant's* equity in the Property is reduced to zero by failure to pay his or her share, the defaulting Tenant shall deliver a deed to the non-defaulting Tenant for his or her respective interest.

Profit and loss

The profits and losses from the operation of the Property shall be shared by the Tenants in Common in accordance with their ownership interest.

Voting

In all matters coming before the *Tenants in Common* for a vote, each *Tenant in Common* shall have a vote that is directly proportionate to his/her right to share in the profits and losses from the operation of the Property. In the event of a transfer of the interest held by a *Tenant in Common* to related individuals, the

transfer shall include voting rights in direct proportion to the interest transferred to each such related individual.
All matters which must be acted upon shall be decided by a simple majority vote, except as otherwise set forth in this agreement.

Termination

This Agreement shall terminate on the sale of the Property and the distribution to the Tenants in Common of the net proceeds of the sale, or at such other times as the parties may agree in writing.

Incompetence

If either *Tenant* should become mentally incompetent while in co-ownership of the *Property*, the other *Tenant* shall acquire his or her undivided 1/2 interest exactly one year from the date of mental incompetence whereas the mentally incompetent *Tenant* will retain a life estate in his or her 1/2 undivided interest.

Durable Power of Attorney

Each *Tenant in Common* will execute and deliver to the other *Tenant in Common* a durable power of attorney. The powers of attorney are to be exercised only for the purpose of conveying the incompetent *Tenant's* respective share if either *Tenant* should become mentally incompetent. The attorney-in-fact shall be bound by the terms and conditions of this Agreement. Should it be determined that a court order is required to consummate a conveyance in the case of mental incompetence, the costs of securing this order shall be shared by both *Tenants*, or their estate.

Effect on transferee

Whenever any party to this Agreement or any "related individual" or any other person acquires any interest in the Property, the interest acquired shall be subject to all of the terms of this Agreement with the same force and effect as if the party, "related individual," or person had owned the interest at the time of the execution of this Agreement and had in fact signed this Agreement at that time.

Binding effect

This Agreement contains the entire understanding between the parties and may not be changed or modified orally. Except as otherwise provided in this Agreement, this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of the parties.

Governing law

This Agreement will be governed by the laws of the State of Tennessee without giving effect to any conflicts of laws provisions.

Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Amendments

This Agreement may be amended by the parties only by a written agreement.

Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

The parties have caused these presents to be duly signed and sealed the day and year first above written.

TENANTS IN COMMON:

By: Bradford Dee Carson Date: 4/21/2024
Bradford Dee Carson

By: Sabrina Whaley Date: 4/21/2024
Sabrina Whaley

STATE OF TENNESSEE
CITY/COUNTY OF Davidson

On this 21 day of April, 2024, before me personally appeared Bradford Dee Carson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

WITNESS my hand and seal, at office in City/County of Davidson, State of Tennessee, this 21 day of April, 2024.

[SEAL]

CHERYL BLAY
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY
EXPIRES SEPTEMBER 02, 2024

Cheryl Blay
NOTARY PUBLIC
My Commission Expires: 9/2/2024