JOHN THOMAS PIPPIN) IN THE FIFTH CIRCUIT COURT OF DAVIDSON
)
VS:) COUNTY, TENNESSEE
)
DIMPLE EDDE PIPPIN) NO. 92302

2-28-79

BOOK 5585 PAGE 943 map 97-9 37B/146

Par 26 2D

FINAL DECREE

This cause came on for hearing on this the 27th day of February, 1979 before the Honorable Steve North, Judge of the Fifth Circuit Court of Davidson County, Tennessee upon the counter-complaint and amended counter-complaint heretofore filed by the counter-complainant, Dimple Edde Pippin, with the original complainant and counter-defendant, John Thomas Pippin, withdrawing his original complaint and answers heretofore filed, in view of a property settlement and custody agreement reached by the parties hereto and submitted to the Court, testimony of the counter-complainant heard in open Court, statement of counsel and upon the entire record herein. From all of which the Court finds as follows:

That from the testimony of the counter-complainant, it appears to the Court that her allegation of irreconcilable differences has been sustained by her testimony and that the bonds of matrimony heretofore subsisting by and between the parties should be and they are hereby dissolved and the said Dimple Edde Pippin is hereby awarded an absolute divorce from the counter-defendant, John Thomas Pippin and she is hereby restored to all the rights and privileges of an unmarried person.

It is therefore ORDERED, ADJUDGED and DECREED that the counter-complainant, Dimple Edde Pippin is hereby awarded an absolute divorce from the counter-defendant, John Thomas Pippin and she is hereby restored to all the rights and privileges of an unmarried person. Further it is ORDERED that the original complaint and the answers heretofore filed are hereby dismissed at the request of the counter-defendant.

It is further ORDERED, ADJUDGED and DECREED that the property settlement and custody agreement presented to the Court is hereby approved by the Court and made the judgment hereof in all respects. Said agreement is in words and figures as follows:

04/02 18.00- CHECK

AGREEMENT FOR CHILD CUSTODY AND SUPPORT
AND FOR THE DISPOSITION OF PROPERTY

This agreement made and entered into this 26th day of January, 1979 by and between John Thomas Pippin, hereinafter referred to as "Husband", and Dimple Edde Pippin, hereinafter referred to as "Wife", the parties having previously lived together as man and wife in Nashville, Davidson County, Tennessee:

W I T N E S S E T H:

1236

WHEREAS, Husband has filed a Complaint for absolute Divorce against Wife in this Honorable Court, and Wife has answered the said Complaint, and in turn has filed her own Answer of Defendant

and Counter-complaint for Separate Maintenance and Support and additionally, has filed an Amended and Supplemental Complaint for Absolute Divorce, both of which have been answered by Husband, and

WHEREAS, both Husband's and Wife's pleadings have alleged that irreconcilable differences have arisen between the parties; and

WHEREAS, the said cause has been pending in this Honorable Court for a period greater than ninety (90) days; and

WHEREAS, the parties have reached an agreement with respect to a division of their property, the custody of their minor child, the rights of visitation with the minor child, and the payment of child support; and

WHEREAS, the parties having so agreed, they have reduced it to writing and hereby submit it to this Honorable Court for its consideration with the request that it be approved for incorpor ation in the final decree of divorce which the parties hereby request be granted to wife on the ground of irreconcilable differences.

NOW, THEREFORE, premises considered and in consideration of the mutual promises, covenants undertakings and agreements hereinafter set forth, the parties do hereby mutually covenant and agree as follows, so far as they may properly do so, all of which is understood explicitly to be subject to the approval of this Honorable Court:

1. Custody of the minor child of the parties- The minor child of the parties is Stacey Elizabeth Pippin who will be eight years old in February, 1979. The parties agree that Wife shall have the absolute custody of this child subject to reasonable visitation rights of Husband.

2. DIVISION of the personal property of the parties- The house in which the parties have resided is a 3406 Oak Cliff Drive, Nashville, Tennessee 37214. Wife is to have and receive the entire contents of the home with the exception of the property which is Husband's separate property, the exact identity of which is known to the parties, and which includes but is not necessarily limited to the following:

a. The iron bed which was Husband's mother's property, provided, however, the mattress and box springs on the bed shall remain with Wife.

b. The hall tree which was Husband's grandmother's property.

c. The wardrobe which was Husband's grandmother's property.

d. Two (2) 12 gauge shotguns which were Husband's grandfather's property.

e. Another 12 gauge shotgun which was bought by Husband.

f. The grinder which belonged to Husband's grandfather.

g. The tool box which belonged to Husband's grandfather.

h. The hand-operated garden plow which belonged to husband's grandfather.

I. The welder that belonged to Husband's grandfather.

j. The table saw that belonged to Husband's grandfather.

k. The gun rack.

l. All of Husband's tools.

3. Disposition of the real property of the parties-

The real estate owned by the parties at 3406 Oak Cliff Drive, Nashville, Tennessee 37214, has the following legal description:

> Land in Davidson County, Tennessee being Lot No. 34, Hickory Bend Subdivision Section 7, as of record in Book 3600, Page 29, Register's Office for Davidson County, Tennessee.
>
> Said lot No. 34 fronts 50 feet along the northeasterly side of Oak Cliff Drive and runs back 228.8 feet on the north westerly line and 165 feet on the southeasterly line to a broken life of 2 segments at the rear measuring 134.59 feet thereon.
>
> Being the same property conveyed to John T. Pippin and wife, Dimple E. Pippin, by deed from Bobby H. Robbins and wife, Ruth K. Robbins, of record in Book 4299, page 579, Register's office, Davidson County, Tennessee.

Husband hereby agrees that the Final Decree in this cause awarding an absolute divorce to wife, should the same be granted, will operate to divest all right, title and interest in and to said property out of Husband and into Wife, in fee simple, provided, however, that Husband shall retain a lien against the said property in the amount of Four Thousand ($4000.00) Dollars, which sum shall be payable to Husband when the property is disposed of by Wife, or at such earlier time as the Wife may wich to discharge the said lien by the payment of the sum of Four Thousand ($4000.00) Dollars to Husband. Husband agrees that he will promptly release the said lien upon the said amount being paid to him. Wife by her execution of this Agreement agrees that the lien hereinbefore described shall, upon the entry of the Final Decree in this cause, be reserved to Husband. It is expressly stipulated by the parties that the real property is encumbered by a first mortgage deed of trust to First & Mid South Mortgage Co. The parties expressly agree that the lien reserved to Husband shall be subordinate and junior only to the aforesaid deed of trust payable to First and Midsouth Mortgage Company. The parties expressly agree that a certified copy of the Final Decree in this cause, if a divorce is granted to Wife, will be recorded in the Register's Office for Davidson County, Tennessee, as a muniment of the fee tothe said property becoming vested in Wife subject to the aforesaid lien reserved by and to Husband.

4. PAYMENT of child support by husband- Husband shall pay the sum of Forty $40.00 Dollars per week directly to Wife as child support for the minor child of the parties. Husband shall mail the said sum to wife each Friday.

5. Insurance to be provided by Husband- As additional child support, Husband shall maintain group hospitalization and major medical insurance coverage on the minor child of the parties and shall provide Wife with identification pepers describing the coverage for use in the event that covered medical expenses are incurred for the minor child.

6. Payment of Attorney's fee It is agreed that Husband shall pay a fee of $250.00 to the attorne of record for Wife provided however, that Husband shall be allowed until February 25, 1979 to make this payment. Execution may issue for collection of this fee if it is not paid by February 25, 1979.

7. Hold Harmless- Each of the parties hereto covenants with the other, from this date forward, neither will contract any indebtedness upon the credit of the other, and that, if either

shall be compelled to pay any debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid.

8. Disposition of motor vehicles - The parties make this agreement for the disposition of the motor vehicles now being operated by themselves in addition to the other terms respecting the division of their personal property contained in paragraph number 2, above. The parties acknowledge that Husband owns a 1975 Chevrolet pick-up truck whcih is titled in his own name. It is expressly agreed that husband shall retain the sole ownership of this vehicle. The parties further acknowledge that Wife has the custody and use of a 1974 Chevrolet Nova Manufacturer's identification number 1X27H4K143027, which is titled jointly to the parties. Husband hereby, upon entry of the final decree in this cause, transfers all of his right, title and in terest in and to the said vehicle to Wife. Husband agre es to execute the appropriate bill of sale or title document to effectuate this transfer if this provision in this Agreement is not sufficient to so transfer Husband's interest in order that he shall have no liability for Wife's use of the vehicle. If such additional execution is necessary, Wife agrees promptly to apply for a title in her sole name.

9. Captions - Captions as used herein are for convenience only and shall not be construed as limiting or modifying the provision of any of the captioned material.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their personal representatives and assigns, but shall in no way be construed adversely to the child of the parties with regard to her rights as the heir of either party.

It is further understood and agreed by and between the parties, after discussion and counsel, that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties, having been fully discussed and each party acknowledges that the agreement is fair and equitable and that it is entered into voluntarily and, further, that it rescinds any and all agreements heretofore made or entered into.

IN WITNESSETH WHEREOF, the parties having read this instrument and familiarized themselves with the contents hereof, have signed and executed the same on the day and date first written above.

s/ DIMPLE EDDE PIPPIN
DIMPLE EDDE PIPPIN

s/ Muriel Robinson
Muriel Robinson, Attorney for
Dimple Edde Pippin

s/ John Thomas Pippin
John Thomas Pippin

s/Tom B. Harris, Jr.
Tom B. Harris, Jr. Attorney for
John Thomas Pippin

In accordance therewith, it is ORDERED, ADJUDGED and DECREED that the custody of the minor child of the parties, to wit, Stacey Elizabeth Pippin, age eight years, is hereby vested in the counter-complainant, Dimple Edde Pippin, with reasonable rights of visitation being awared to the counter-

defendant, John Thomas Pippin.

It is further ORDERED and DECREED that the said John Thomas Pippin shall pay the sum of $40.00 per week for the support and maintenance of said child as per the agreement incorporated herein and he shall provide the hospitalization and medical insurance as described.

It is further ORDERED and DECREED that the counter-compl ainant is hereby awarded the furniture and furnishings of the parties located in the homeplace with the exception of those items which shall be the exclusive property of the counter-defendant as specified in the agreement herein.

The counter-complainant is hereby awarded the 1974 Chevrolet automobile free and clear of the claim of thecounter-defendant and he shall execute the title ther eto to her.

It is further ORDERED, ADJUDGED and DECREED that the homeplace of the parties located at 3406 Oak Cliff Drive, Nashville, Tennessee, 37214 is hereby awarded to the counter-complainant, Dimple Edde Pippin, to be hers absolutely and in fee simple subject to the first mortgage thereon and subject to a lien in the amount of $4000.00 in favor of the counter-defendant herein, John Thomas Pippin. Said real property is more particularly described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 34 Hickory Bend Subdivision, Section 7, as of record in Book 3600, page 29 Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 34 fronts 50 feet along the northeasterly side of Oak Cliff Drive and runs back 228.8 feet on the northwesterly line and 165 feet on the southereasterly line to a broken line of 2 segments at the rear measuring 134.59 feet ther eon.
>
> Being the same property conveyed to John T. Pippin and wife, Dimple, E. Pippin, by deed from Bobby H. Robbins, and wife, Ruth K. Robbins, of record in Book 4299, page 579, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that the counter-defendant, John Thomas Pippin shall pay to Muriel Robinson, Attorney of record for the counter-complainant a reasonable fee in the amount of $250.00 for her services rendered in this cause, and he shall pay the costs of this cause for all of which let execution issue if neceasary.

This the 28th day of February, 1979.

JUDGE

APPROVED FOR ENTRY:

Attorney for Counter-Complainant

Attorney for Counter-defendant

F 83224

IDENTIF. REFERENCE

APR 2 10 34 AM '80 RUSH

FELIX Z. ... JR. REGISTER
DAVIDSON COUNTY, TENN.

2-28-79 MB 373-1465 #92302

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* John Thomas Pippin *Plaintiff, and* Dimple Eddie Pippin *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 2 *day of* April *in the year one thousand nine hundred and* 80 *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Willie Ezell *D. C.*

Form #GR-117