120C/258

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

LISA RAPOPORT BAXTER :

vs. :

JOHN DOUGLAS BAXTER :

Map 142-4-A
Par 35 Is

No. 80D-3748

BOOK 5775 PAGE 960

FINAL DECREE

This cause came on to be heard this 29 day of April, 1981 before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court of Davidson County, Tennessee, upon original complaint for absolute divorce filed by Lisa Baxter, and after testimony of Complainant by Interrogatory, the Court was of the opinion that the parties have irreconcilable differences, that Complainant should be granted an absolute divorce and that the Property Settlement Agreement entered into by and between the parties should be approved and made a part of this Final Decree. It is therefore

ORDERED by the Court that Plaintiff be and she is hereby granted an absolute divorce on the ground of irreconcilable differences. It is further

ORDERED by the Court that the Property Settlement Agreement entered into by and between the parties should be approved and made a part of this Final Decree, which Property Settlement Agreement reads in words and figures as follows:

1. The real property consisting of a house and lot now owned by the parties as tenants by the entirety shall be owned by the parties jointly. The parties will agree which of them will live in the house, and whoever lives in the house will be responsible for the mortgage payment and the other expenses for the upkeep of the house and will hold the other harmless. When the house is sold, the parties will split the proceeds on a 50-50 basis after payment of the mortgages, loans, real estate commissions and other amounts due. It is understood and agreed by and between the parites that the Final Decree will set out the description of the property.

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2. Husband and wife will keep what household furniture, furnishings and fixtures that they now have in their respective possession.

3. Husband shall have all right, title and interest to the 1981 Volkswagon automobile and will pay all mortgages, debts and loans on said automobile and will hold wife harmless from any such payments.

4. Wife shall have all right, title and interest to the 1980 Chevrolet automobile and will pay all debts and mortgages on said automobile and will hold Husband harmless from any payments.

5. Husband shall have all right, title and interest to the parties savings account.

6. Each will keep that personal property that they now have in their respective possession.

7. Husband and wife agree that they will file a joint income tax return for the year 1980.

8. Wife will pay the court costs.

9. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of husband and wife from all other claims arising out of their martial relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by husband and wife and any property that either of them may acquire in the future. The wife and husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

10. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue

influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 18th day of February, 1981 as to the Wife and the 20th day of January, 1981 as to the husband.

/s/ Lisa Rapoport Baxter
LISA RAPOPORT BAXTER

/s/ John Douglas Baxter
JOHN DOUGLAS BAXTER

The property described in Paragraph one previously owned by the parties as tenants by the entirety and now owned by the parties as tenants in common is described in words and figures as follows:

> A certain condominium apartment in Davidson County Tennessee described as Unit No. 35 in a Horizontal Property Regime located on the Plat of Belle Forrest of record in Book 5200, Page 167, Register's Office for Davidson County, Tennessee to which reference is hereby made.
>
> Being part of the same property conveyed to Thomas C. Scott, Trustee, by Deed from Belle Forest, a Joint Venture, of record in Book 5387, Page 744, said Register's Office.
>
> The above conveyance is recorded in Book 5480, Page 669 Register's Office, Davidson County, Tennessee.

ENTER this _____ day of _____, 1981.

JUDGE

4/28/81

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Plaintiff

ROBERT L. BAKER
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing Order to Robert L. Baker, Attorney, Sixth Floor, United American Bank Building, Nashville, Tennessee this ___ day of April, 1981.

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IDENTIF. REFERENCE
Jul 29 12 02 PM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
RUSH

80D-3748 120C/2585

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* Lisa Rapoport Baxter *Plaintiff, and* John Douglas Baxter *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* 23rd *day of* June *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Karen Lockley, *D. C.*

Form #GR-117