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IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
1982 MAR 23 PM 11: 36
D.C.

MARY ALICE HOPPER,)
)
Plaintiff)
)
v.) Civil Action No. 81D-3005
)
RALPH O. HOPPER,)
)
Defendant) BOOK 5930 PAGE 671

H.O. 6322

IDENTIF. REFERENCE

AUG 30 9 21 AM '82

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

RUSH

FINAL DECREE

This cause came on to be heard before the Honorable James M. Swiggart, Judge, upon plaintiff's Complaint for absolute divorce; upon the Property Settlement Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of plaintiff and the statements of counsel, from all of which the Court affirmatively finds that the allegations of plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce; that the Property Settlement Agreement heretofore executed by the parties makes adequate and sufficient provision for equitable settlement of the property rights between the parties, and should be approved; that the Answer and Countercomplaint heretofore filed by defendant has been withdrawn; and that the sixty-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that plaintiff, Mary Alice Hopper, be, and is hereby, awarded an absolute divorce from defendant, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that plaintiff's former name, Mary Alice Warble, shall be, and is hereby, restored.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court. The Property Settlement Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between MARY ALICE HOPPER and RALPH O. HOPPER, subject to the following premises, terms and conditions:

WITNESSETH: BOOK 5930 PAGE 672

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Mrs. Hopper instituted divorce proceedings against Mr. Hopper on August 12, 1981, same being Civil Action No. 81D-3005 in the Sixth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. All right, title and interest of Mr. Hopper in and to two certificates of deposit with Commerce Union Bank in the amount of $102,500.00 each, same being Certificate Nos. 162518 and 162519, together with accrued interest thereon, shall be, and is hereby divested out of him and vested absolutely in Mrs. Hopper. Mrs. Hopper shall be entitled to possession of the certificates immediately upon the entry of a final decree of divorce between the parties.

2. All right, title and interest of Mrs. Hopper in and to a $10,000.00 certificate of deposit with Third National Bank, together with accrued interest thereon, shall be, and is hereby divested out of her and vested absolutely in Mr. Hopper. Mrs. Hopper shall cause said certificate of deposit to be delivered to Mr. Hopper immediately upon the entry of a final decree of divorce between the parties.

3. All right, title and interest of Mrs. Hopper in and to the parties' condominium at No. 112 Arden Place, 4400 Belmont Park Terrace, Nashville, Tennessee, shall be, and is hereby, divested out of her and vested absolutely in Mr. Hopper. Mrs. Hopper shall execute a Quitclaim Deed to Mr. Hopper to further evidence this transfer. The Quitclaim Deed shall be delivered to Mr. Hopper immediately upon the entry of a final decree of

divorce between the parties. Mr. Hopper shall assume responsibility for payment of the outstanding indebtedness against the condominium, and shall indemnify and hold Mrs. Hopper harmless from any liability therefor. Mrs. Hopper shall be entitled to reside at the condominium for ninety days from and after the execution of this Agreement if she so desires. The parties agree that all fixtures owned by them, jointly and individually, presently situated at the condominium shall be the sole and separate property of Mr. Hopper with the exception of the bedroom drapes which match the bedspread, the living room drapes, and the dining room chandelier, which articles may be removed by Mrs. Hopper. "Fixtures" are defined by the parties to include, but not be limited to, the built-in appliances, the carpets, the light fixtures, the window and curtain hardware, the shears, the drapes, the curtains, and the shades. Because it is contemplated by Mr. Hopper that he will sell the condominium, Mrs. Hopper agrees, until she moves from the premises, to fully cooperate with Mr. Hopper in making the condominium available for showing, and shall take all necessary steps to insure that the condominium is presentable on each occasion when it is to be shown. Mr. Hopper agrees to give Mrs. Hopper reasonable notice that the property is to be shown. At the time Mrs. Hopper vacates the premises, the condominium shall be clean and in the same condition in which it existed at the time of the parties' separation on August 7, 1981, ordinary wear and tear excepted.

4. All household furnishings and personal property presently situated at the parties' condominium shall be, and are hereby, made the sole and separate property of Mrs. Hopper, with the following exceptions: All furniture and furnishings, except two lamps, situated in the bedroom referred to by the parties as the "Spanish bedroom," including the bed, bedside tables, chest of drawers, queen-size mattress and box springs, and all queen-size linens and bed coverings, and Mr. Hopper's clothing and personal effects, including tools, fishing equipment, books, awards, momentos, and all other such articles received by him through the years as a result of his employment and other endeavors, all of which shall be, and are hereby, made the sole and separate property of Mr. Hopper.

5. Any and all right, title and interest Mrs. Hopper may have in and to certain real property situated at 1198 Railton Road, Memphis, Tennessee, shall be, and is hereby, divested out of her and vested absolutely in Mr. Hopper. Mrs. Hopper shall execute a Quitclaim Deed to Mr. Hopper to further evidence this transfer. The Quitclaim Deed shall be delivered to Mr. Hopper immediately upon the entry of a final decree of divorce

between the parties. Mr. Hopper shall assume responsiblity for paying the outstanding indebtedness against said real property, and shall indemnify and hold Mrs. Hopper harmless from any liability therefor.

6. Any and all right, title and interest Mr. Hopper may have in and to a mobile home situated in Indianapolis, Indiana in which Mrs. Hopper's daughter resides shall be, and is hereby, divested out of Mr. Hopper and vested absolutely in Mrs. Hopper.

7. All right, title and interest of Mr. Hopper in and to the 1980 Lincoln Mark VI automobile operated by Mrs. Hopper shall be, and is hereby, divested out of him and vested absolutely in Mrs. Hopper.

8. All right, title and interest of Mrs. Hopper in and to the 1981 Cutlass automobile operated by Mr. Hopper shall be, and is hereby, divested out of her and vested absolutely in Mr. Hopper.

9. All stocks and securities of any kind owned by the parties, either individually or jointly, shall be, and are hereby, made the sole and separate property of Mr. Hopper. Said stocks and securities shall include, but not be limited to, the following:

(a) Twenty units of Municipal Investment Trust No. 133;

(b) Fifteen units of Municipal Investment Trust No. 163;

(c) Three Hundred shares of Long Island Lighting Company common stock;

(d) The Dayco debenture in the approximate amount of $9,000.00;

(e) Two County of Los Angeles Municipal Bonds in the approximate amount of $7,500.00;

(f) The HCA debenture or debentures in the approximate amount of $600.

Mrs. Hopper shall execute whatever instruments are necessary to convey her interest in the aforementioned stocks and securities, and any other stocks or securities owned by her or Mr. Hopper, to Mr. Hopper. The stocks and securities shall be assigned by Mrs. Hopper to Mr. Hopper and delivered to him immediately upon the entry of a final decree of divorce between the parties.

10. Any and all right, title and interest Mrs. Hopper may have in and to Mr. Hopper's Individual Retirement Account with First Trust Corporation shall be, and is hereby, divested out of her and vested absolutely in Mr. Hopper.

11. Each party does hereby relinquish any and all claims he or she may have in and to proceeds in any individual bank accounts maintained by the other party, and acknowledge that all such proceeds are the sole and separate property of the party in whose name each individual account is maintained.

12. Mr. Hopper shall have no obligation to pay alimony to Mrs. Hopper, either in futuro or in solido.

13. The parties agree that they will file a joint federal income tax return for the calendar year 1981. Each party shall cooperate with the other in preparing the return. Mr. Hopper shall pay any tax liability due and owing by the parties in excess of the estimated payments and withholdings already paid, and he shall pay the cost of preparing the return. In the event the parties are entitled to a refund, Mr. Hopper shall be entitled to receive the entire amount of such refund.

14. Each party shall be individually responsible for paying any federal income tax liability resulting from any income earned from and after January 1, 1982 on any asset received by him or her pursuant to the terms of this Agreement.

15. Each party shall be individually responsible for paying his or her own attorney fee for professional services rendered in negotiating this Agreement and in the divorce proceedings now pending.

16. Mr. Hopper shall pay the court costs in the divorce proceedings now pending.

17. Except as otherwise provided in this Agreement, each party shall be solely and separately responsible for paying any and all debts heretofore contracted or incurred by him or her. The parties acknowledge that they have no joint debts other than those stated in this Agreement. Should either party be compelled to pay any debt contracted or incurred by the other party, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability on such indebtedness and to reimburse the other party to the full extent of the amount paid by the other party, including any interest and legal expense paid by the other party either in defending the claim of the creditor or otherwise.

18. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

19. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

20. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Sixth Circuit Court for Davidson County,

Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

21. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Mrs. Hopper and Mr. Hopper, individually or jointly, or any property that either of them may acquire in the future.

22. It is understood and agreed between the parties that, from and after the date of execution of this Agreement, neither 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 legal expenses incurred, if any.

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

24. 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 not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

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

26. In the event any provision of this 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.

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

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of divorce between the parties.

Mary Alice Hopper
MARY ALICE HOPPER

Ralph O. Hopper
RALPH O. HOPPER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, W. Harold Bigham, a Notary Public in and for the aforesaid State and County, MARY ALICE HOPPER, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 12th day of March, 1982.

W. Harold Bigham
Notary Public

My commission expires: April 17, 1983

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Patricia A. Stanton, a Notary Public in and for the aforesaid State and County, RALPH O. HOPPER, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 13th day of March, 1982.

Patricia A. Stanton
Notary Public

My commission expires: 1-20-85

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause be, and are hereby, taxed against the defendant.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to rce any of the provisions of this Decree.

This the 26th day of March, 1982.

s 26th Day of March 1982. JM Swiggart
JAMES M. SWIGGART, JUDGE

PPROVED FOR ENTRY:

ARRIS, WARFIELD & KANADAY

By: James G. Martin III,
Attorney for Defendant

GULLETT, SANFORD & ROBINSON

By: W. Harold Bigham
W. Harold Bigham
Attorney for Plaintiff

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mary Alice Hopper *Plaintiff, and* Ralph O. Hopper *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* 30th *day of* August *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117

MINUTES, MARCH TWENTY-SIX