IN THE FOURTH CIRCUT COURT FOR DAVIDSON COUNTY, TENNESSEE

BARBARA FAYE HESTER SHUPE)
)
VS) NO. 97072
)
WALTER VERNON SHUPE)

Map 148-7
Parcel 30 V.N.

ORDER

This cause came to be heard on the 16th day of November, 1979, before the HONORABLE BENSON TRIMBLE, JUDGE OF THE FOURTH CIRCUT COURT FOR DAVIDSON COUNTY, TENNESSEE, upon the complaint, testimony of plaintiff, statement of counsel, and the entire record, whereupon ti appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Property Settlement Agreement heretofore executed by the parties is a just and equitable distribution of the parties' jointly held property and liabilities.

It is, therefore, ORDERED, ADJUDGED AND DECREED that plaintiff, Barbara Faye Hester Shupe, is granted an absolute divorce from the defendant, Walter Vernon Shupe, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the Property Settlement Agreement heretofore executed by the parties is hereby adopted as an Order of the Court and more particularly set out as follows, to wit:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into on this the 5th day of July, 1979, by and between BARBARA FAYE HESTER SHUPE, hereinafter called "Wife", and WALTER VERNON SHUPE, hereinafter called "Husband":

WITNESSETH

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, the parties hereto mutually desirous of adjusting certain property rights between themselves; and,

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WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. @36-801;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be preformed by the parties hereto, agree as follows:

1. The wife will receive the 1972 Volkswagen and the husband agrees to divest himself of all right, title and interest in said automobile.

2. The husband will receive the 1978 El Camino and the wife agrees to divest herself of all right, title and interest in said automobile. The husband will assume the indebtedness owed on this automobile and he will hold the wife harmless and indemnify her with respect to said indebtedness.

3. The wife is to recieve the home located at 130 Denise Drive, Antioch, Tennessee.

4. The wife is to recieve all household furnishings and appliances owned by the parties.

5. The wife will divest herself of all right, title and interest in the two businesses known as Edge-O-Lake Auto Parts and Fun Castle and this interest shall be vested solely in the defendant.

It is further understood and agreed that this agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict eithers party's right to make a difense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony, the property rights of the parties hereto, and child support, subject to the approval of the court.

It is further understood and agreed that this property settlement agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of the Husband from all other clains arising of the their martial relationship and that each party waives and relinquishes to the other all rights or clains which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by the Wife and Husband, or any property that either of them may acquire in the future.

Each of the parties agree to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this agreement.

Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay a debt of the other, the the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount pait, inclusive of interest and legal expenses, if any.

This agreement shall be binding upon and ensure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

It is further understood and agreed by and between the parties that this property settlement agreement is enteded into without undue influence, fraud, coertion or misrepresentation, or for any reason no herein stated. The provisions in this agreement and their legal effect are fully known by each of the

partie's and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

JENKS L HACKNEY JR
WITNESS

/S/ BARBARA FAYE HESTER SHUPE

JENKS L HACKNEY JR
WITNESS

/S/ WALTER VERNON SHUPE

It is further ORDERED that the plaintiff's name be changed to her maiden name of BARBARA FAYE HESTER.

It is further ORDERED that the costs of this cause is taxed to the defendant for which execution may issure if, necessary.

This the _____ day of _____, 1979.

BENSON TRIMBLE, JUDGE
FOURTH CIRCUT COURT

12-6-79

Approved for entry:

BY: Jenks L Hackney
Jenks L Hackney Jr
Attorney for plaintiff

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Order has bee delivered to WALTER VERNON SHUPE, 480 Bell Rd., Nashville, Tennessee, on this the 24 day of November, 1979.

Jenks L Hackney
Jenks L Hackney Jr

Please return to:
Barbara Hester
130 Glenview Dr.
Antioch, Tn. 37013

H9016.9

IDENTIF. REFERENCE

DEC 5 | 58 PM '83

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

BOOK 6187 PAGE 963.

Docket No. 97072 Minute Book 114C Page 2048

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* Barbara Faye Hester Shupe *Plaintiff, and* Walter Vernon Shupe *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* 1st *day of* December *in the year one thousand nine hundred and* eighty-three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings *D. C.*

Form #GR-117