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JUDGE L. HOOKER, CLERK

D.C.

162-C-5-12

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IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

THE HONORABLE JAMES SWIGGART, JUDGE

NANCY CAROL O'NEAL HOPPER)
Plaintiff)

vs.)

DAVID ALAN HOPPER)
Defendant)

BOOK 6253 PAGE 547

FILE NO. 82D-746

RUSH

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

MAR 21 10 24 AM '84

IDENTIF. REFERENCE

110125

DEFAULT JUDGMENT

THIS CAUSE came on for hearing upon motion of the Plaintiff, it appearing to the Court that DAVID ALAN HOPPER, was constructively served with copy of the Complaint within the time required by law;

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court, that this cause be taken as confessed by said Defendant, and the cause is hereby set for hearing Ex Parte.

FINAL DECREE

THIS CAUSE came on to be heard on the 24th day of May, 1982, before the Honorable James Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, at Nashville, on the Complaint heretofore taken and entered against the Defendant, and the Court affirmatively finds that, the parties have experienced irreconcilable differences that prohibit them from living as man and wife. And, as a matter of fact, this agreement was voluntarily entered into, dated and signed, on the 25th day of February, 1982, and sworn to by both parties. The court finds that the parties have entered into a property settlement agreement that is adequate and sufficient and provides for an adequate settlement of the property rights between the parties. The original of said agreement was filed with this Court on the 11th day of March, 1982, and it is adopted herein verbatim and is made a part of this Decree. The said agreement is as follows, to-wit:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between NANCY CAROL O'NEAL HOPPER, hereinafter called "wife" and DAVID ALAN HOPPER, hereinafter called "husband", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that wife instituted divorce proceedings against husband on the 11th day of March, 1982, same being Civil Action No. 82D-746. in the 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 fights, support obligations, 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 inconsideration of the foregoing premises, and in consideration of the mutual convenants and agreements hereinafter contained the parties do hereby agree as follows:

1. The parties have no children born of this marriage.

2. The wife wishes no alimony.

3. It is understood and agreed between the parties that the husband will renounce all claims to agree to be divested of any ownership in, the parties home located at 5515 Country Drive, B-12, in Nashville, Tennessee. Further, it is agreed that the wife shall have exclusive ownership of the said property.

4. It is understood and agreed between the parties that each shall bear sole and separate responsibility for payment of all debts incurred by him or her after the date of th eparties separation, and shall hold the other party harmless from any liability therefor. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of their separation.

5. The parties have heretofore divided all articles of their household furnishings and personal property, and do hereby ratify said division acknowledging that all such property in the possession of either of them as of the date of the execution of this Agreement is the sole and separate property of the party so posessing it.

6. Husband agrees to pay court costs in the divorce proceedings now pending.

7. 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.

8. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the court for ratification and incorporated into the final decree.

9. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereinafter acquire under the law of any jurisdiction on 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, and this Agreement supplies to all property now owned by wife and husband, or any property that either of them may acquire in the future.

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

11. 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.

12. Both parties each agree that each shall be the sole owner of the automobile they now drive.

IT IS THEREFORE, ORDERED, ADJUGED AND DECREED by the Court:

1. That the bonds of matrimony subsisting between the Plaintiff and the Defendant be forever dissolved and that the Plaintiff be restored to all the rights and privileges of an unmarried person;

2. The parties home located in Davidson County and described more fully as follows:

> A certain Condominium Apartment in Davidson County, Tennessee, described as follows, to-wit: Townhouse No. 12 in Hickory Valley Condominiums, a horizontal property regime in Nashville, Davidson County, Tennessee, as shown on the Plan of Hickory Valley, of record in Book 4460, page 27, Register's Office for said County, to which plan reference is here made.
>
> Being the same property conveyed to David A. Hopper and wife, Nancy C. Hopper, by deed for Sandra D. Robertson, of record in Book 5651 page 85, said Register's Office.

Is hereby divested out of the husband and into the wife.

3. That all provisions set out in the aforementioned marital settlement agreement are here and now adopted as part of this Court's order,

4. That the costs of this action are taxed against the Defendant for which let execution issue, if necessary.

Enter This 14th Day of May, 1987

JAMES SWIGGART, JUDGE

APPROVED FOR ENTRY:

PHILLIP L. DAVIDSON

BY:
ATTORNEY FOR PLAINTIFF

Docket Number: 82D-746 Minute Book 31A, Page 52

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* Nancy Carol O'Neal Hopper *Plaintiff, and* David Alan 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* 21st *day of* March *in the year one thousand nine hundred and* eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Dye, *D. C.*

Form #GR-117