Map 104 Parcel 143B/104

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'85 MAR 21 PM 3:00
GRACE L. ROOKER, CLERK
D.C.

FRANCES DICKIE PIPPIN	)	
Plaintiff	)	
VS.	)	NO. 84D-4087
ROBERT S. DAY, JR.	)	
Defendant	)	BOOK 6539 PAGE 256

FINAL DECREE OF DIVORCE

This cause came on to be heard this 21st day of March, 1985, before the Honorable Muriel Robinson, Judge, upon the original complaint for absolute divorce, the property settlement signed by the parties and the sworn testimony of the Plaintiff, from all of which the Court finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, FRANCES DICKIE PIPPIN, be and hereby is awarded an absolute divorce from the Defendant, ROBERT S. DAY, Jr., and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following Property Settlement Agreement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court. Said agreement is, in words and figures, as follows:

SETTLEMENT AGREEMENT

This Agreement is made between Frances Dickie Pippin, hereinafter called Ms. Pippin, and Robert S. Day, Jr., hereinafter called Mr. Day:

WITNESSETH:

WHEREAS, these parties have been married since April 25, 1970, and there has been born of this union one child, namely Katherine Day Pippin, date of birth October 5, 1980; and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court of Davidson County, Tennessee, Docket 84D-4087, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. JOINT CUSTODY. The parties are both fit and proper persons to have the care, custody and control of Katherine Day Pippin, hereinafter referred to as Kate. The parties consider legal custody to be joint and shared.

(a) Mr. Day and Ms. Pippin shall frequently consult together in an effort to mutually agree in regard to the general health and welfare, education and development of Kate to the end that they adopt a mutual policy in regard to her upbringing.

(b) Kate shall live primarily with Ms. Pippin during the school year and primarily with Mr. Day during the summer vacation. She will live with the parent not having the primary physical custody each week from Wednesday afternoon until Thursday morning and on alternate weekends from Friday afternoon until Monday morning.

(c) The parties shall feel free to communicate any need for variations and make variations in the visitation schedule, but it any modifications are meant to be permanent in nature, they shall be reduced to writing by the parties and recorded with the Court.

2. CHILD SUPPORT. (a) The parties acknowledge that they are both able to contribute equally to the support of Kate. Each party shall provide an appropriate home environment, clothing and playthings for Kate as needed without contribution from the other party.

(b) Both parties shall contribute equally to the following support of the child:

1. Medical and dental expenses incurred after payment of all insurance.

2. Educational expenses, such as daycare, after-school care, private school, college and graduate studies, if the parties agree that such expenses are necessary and appropriate.

3. Expenses for extracurricular school activities and such activities as dance, music and swimming lessons, if the parties agree that such expenses are necessary and appropriate.

4. Food. It is agreed that the party with whom Kate primarily lives incurs 65% of the food costs.

5. The parties shall discuss near the end of the month the child support expenses for that month to determine the necessary total contribution required.

(c) Both parties shall provide major medical insurance for Kate through any group plans available from the parties' employers. If no group insurance is available to a party, that party shall notify the other party, and the parties shall agree as to what provisions to make while such group coverage is not available. If the parties cannot agree, the party without insurance coverage on the child shall purchase an individual major medical policy on Kate.

(d) Mr. Day shall pay the premium of Twenty-Five ($25.00) dollars per month for Kate's life insurance policy, until Kate reaches the age of twenty-five (25), at which time Kate shall become the owner of said policy.

(e) Mr. Day shall pay at least $50.00 per month into the annuity established for Kate's education and he shall continue to be the owner of the annuity. Ms. Pippin shall pay at least $75.00 per month into a long term savings or investment program for Kate's education, and Ms. Pippin shall continue to be the owner of those assets. Both parties agree to continue these payments until Kate completes her college and graduate studies.

3. DEPENDENT EXEMPTION. Ms. Pippin shall claim the dependent exemption for Kate in 1985 and all subsequent odd-numbered years in which she is a dependent. She shall sign a waiver of the exemption in even-numbered years. Mr. Day shall claim the dependent exemption for Kate in 1986 and all subsequent even-numbered years in which she is a dependent, and he shall sign a waiver of the exemption in odd-numbered years. The party who claims the exemption in any given year shall write the checks for any expenses which qualify for tax credits, deductions or any other tax reductions which may be claimed on that party's tax return for that year. The party who does not take the exemption shall pay his or her child support contribution for the above tax items to the party who claims the exemption.

4. PERSONAL PROPERTY. The parties have heretofore divided their personal property between themselves. All furniture, furnishings, cash, securities and personal effects in the possession of Ms. Pippin shall be her sole and separate property. All furniture, furnishings, cash, securities, and personal effects in the possession of Mr. Day shall be his sole and separate property.

5. AUTOMOBILES. All right, title and interest in the 1974 MGB shall be vested solely in Ms. Pippin and divested out of Mr. Day. All right, title and interest in the 1978 Pontiac Sunbird shall be vested solely in Mr. Day and divested out of Ms. Pippin.

6. REAL PROPERTY. It is agreed that the house and lot titled in both parties' names and located at 2513 Fairfax Avenue, Nashville, Tennessee, 37212, shall be divested out of Mr. Day and vested solely in Ms. Pippin. Ms. Pippin shall be responsible for payment of the mortgage on said property and shall hold Mr. Day harmless on the same. Mr. Day shall execute a quitclaim deed which conveys said property to Ms. Pippin upon the granting of the absolute divorce.

7. INCOME TAX REFUNDS. The parties shall file a joint income tax return for the year 1984. In the event of liability or refund, each party shall pay or receive his or her respective share based upon the income of the party in 1984.

8. ACCOUNTS. The parties shall keep their respective checking, savings and other money accounts.

9. ATTORNEYS' FEES AND COSTS. Each party shall be responsible for paying his or her attorney's fees. The Court costs shall be paid equally by the parties.

10. LIFE INSURANCE. (a) Policy No. 2877565, Guardian Life Insurance Co., life insurance policy or equivalent policies on Mr. Day's life in the face amount of $276,750.00 shall be owned by Ms. Pippin and paid for by Mr. Day, and Kate shall be the sole beneficiary.

(b) Policy No. 2849832, Guardian Life Insurance Co., life insurance policy or equivalent policies on Ms. Pippin's life in the face amount of $265,471.00 shall be owned by Mr. Day and paid for by Ms. Pippin, and Kate shall be the sole beneficiary.

(c) When Kate reaches the age of twenty-five (25), the parties shall transfer ownership of his or her respective policy to Kate.

11. DEBTS. (a) Ms. Pippin shall be responsible for payment of any mortgage on the real estate on Fairfax Avenue and shall hold Mr. Day harmless on the same.

(b) The parties shall close all joint accounts and use and hold accounts which are only in his or her individual name.

(c) It is agreed that the parties shall be responsible for the payment of any other accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

12. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

13. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

14. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

/s/
FRANCES D. PIPPIN

Sworn to and subscribed before me this 14th day of March, 1985.

/s/ Maxine Stubblefield
NOTARY PUBLIC

My Commission Expires: 4/19/87

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

/s/
ROBERT S. DAY, Jr.

Sworn to and subscribed before me this 12th day of March, 1985.

/s/ Margaret L. Behm
NOTARY PUBLIC

My Commission Expires: 10/20/85

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT all right, title and interest of the Defendant in and to the real estate of the parties hereinafter described be and the same hereby is divested out of the Defendant and into the Plaintiff in fee simple absolute, and that the remaining mortgage indebtedness on said property shall be and become the sole obligation of the Plaintiff, who shall hold the Defendant harmless on same.

Being Lot No. 14 on the Plan of Bransford Realty Company's subdivision of the Edgar Jones Home Place, as of record in Book 421, page 7, Register's Office for said County.

Said Lot No. 14 fronts 60 feet on the south side of Fairfax Avenue, formerly, Jones Avenue and runs back between parallel lines 185 feet to an alley.

Being the same property conveyed to Robert S. Day, Jr. and Frances D. Pippin, husband and wife, by deed from Garrett A. Fitzgerald and wife, Catherine A. Fitzgerald as of record in Book 6113, page 501, Register's Office of Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all other portions of said hereinabove described Property Settlement Agreement be, and the same hereby are approved and shall be enforceable.

The costs of this cause shall be equally divided between the parties, for all of which execution will issue if necessary.

JUDGE

3-21-85

APPROVED FOR ENTRY:

David C. Rutherford
Attorney for Plaintiff

Margaret L. Behm
Attorney for Defendant

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mail

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SUITE 806-8-10-12, NASHVILLE BANK & TRUST CO. BLDG.
NASHVILLE, TENNESSEE 37201

FELIX E. DYER JR. REGISTER
DAVIDSON COUNTY, TN
APR 23 11 51 AM '85

IDENTIF. REFERENCE

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STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 21st *day of* March, *19* 85, *in Case Number* 84D-4087 *between* ~~Frances Dickie Pippin~~ *Plaintiff, and* Robert S. Day, Jr. *Defendant, as same remains of record in Book* 143B, *Page* 1043 *of the Minutes of 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* April *in the year one thousand nine hundred and* eighty-five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By T McGuire *D.C.*

Form #GR-117