BOOK 6670 PAGE 779

40983

FILED 7-6- 19 84
CLERK & MASTER, CHANCERY COURT
BY Ernest Hagg D.C.

IDENTIFICATION REFERENCE

OCT 2 10 29 AM '85 IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FELIX Z. WILSON JT REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

IN RE: Estate of Clara L. Crockett, deceased) NO. 71162

M.B. 291-824

AGREED ORDER FOR APPROVAL OF DISTRIBUTION OF ESTATE

It appears to the Court, as evidenced by signature of counsel below and from the Agreement for Distribution of the Estate of Clara L. Crockett, deceased that it is agreed by and between the beneficiaries named in the Last Will and Testament of Clara L. Crockett, deceased, all of whom are also the sole heirs-at-law and next-of-kin of Clara L. Crockett, deceased, that the assets of Clara L. Crockett, deceased, should be distributed to the said beneficiaries in accordance with the terms of the aforesaid agreement rather than by the exact terms of the Last Will and Testament of Clara L. Crockett, deceased, the sanctions of T.C.A. 32-103 and the laws of intestacy in effect in the State of Tennessee.

It further appears to the Court and the Court finds that a distribution of the assets of Clara L. Crockett, deceased in accordance with the terms of aforesaid agreement are proper and just and that the agreement should be approved.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Agreement for Distribution of the assets of Clara L. Crockett is hereby approved and Mathilda Murray Crockett, as Executrix of the Last Will and Testament of Clara L. Crockett, deceased, shall distribute the assets of the estate in accordance with the terms of said Agreement rather than the terms of the Last Will and Testament of Clara L. Crockett, deceased, the sanctions of T.C.A. 32-103, and the intestacy laws of the State of Tennessee.

I CERTIFY THIS TO BE A TRUE AND
EXACT COPY OF THE ORIGINAL
THIS 2 DAY OF OCT 85
Ernest Hagg D.C.

The costs of this cause shall be assessed against the Estate of Clara L. Crockett, deceased.

ENTERED this 6th day of July, 1984.

JUDGE

APPROVED FOR ENTRY:

GORDON, BOTTORFF, SROUR, WATERS & HESS, P.C.

BY: _____
Thomas I. Bottorff, Attorney for Mathilda Murray Crockett

DAVIES, CANTRELL, HUMPHREYS & MCCOY

BY: _____
Attorneys for Margaret Lepley and Elizabeth Knickerbocker

AGREEMENT FOR DISTRIBUTION
OF ESTATE OF CLARA L. CROCKETT, DECEASED

WHEREAS, Clara L. Crockett died on January 31, 1981, a resident of Nashville, Davidson County, Tennessee, and the parties hereto, Elizabeth Jean Crockett Knickerbocker, Clara Margaret Crockett Lepley, and Mathilda Murray Crockett, are the children, sole surviving heirs-at-law and next-of-kin of the said Clara L. Crockett, deceased; and,

WHEREAS, the said Clara L. Crockett left a Last Will and Testament dated April 14, 1980, which has heretofore been probated in the Probate Court for Davidson County, Tennessee, and Mathilda Murray Crockett has administered the said estate as Executrix of the said Last Will and Testament; and,

WHEREAS, the said estate is now ready for distribution, however, a controversy has arisen among the parties hereto, (who are all of the named beneficiaries in the said Last Will and Testament of Clara L. Crockett, deceased) regarding the distribution of the estate of their mother due to the fact that Mathilda Murray Crockett was also one of the attesting witness on the said will; and,

WHEREAS, the parties hereto have amicably resolved the controversy, and, accordingly, are desirous of distributing their mothers assets in accordance with this Agreement rather than the provisions of her Last Will and Testament, the sanctions of T.C.A. 32-103, and the laws of intestacy in the State of Tennessee.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and undertakings stated herein, the parties hereto agree as follows:

1. The remaining assets of Clara L. Crockett, deceased, shall be distributed to the parties hereto in accordance with this Agreement rather than the provisions of the Last Will and Testament of Clara L. Crockett, deceased, the sanctions imposed by T.C.A. 32-103, and the intestate laws of the State of Tennessee, to wit:

(a) Mathilda Murray Crockett shall distribute the sum of Eleven Thousand Dollars ($11,000) each to Elizabeth Jean Knickerbocker,

Law Offices
GORDON, BOTTORFF, WATERS and LITTLE
Maryland Manor
5201 Maryland Way
Brentwood, TN 37027

I CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL
THIS 2 DAY OF Oct 19 85
D.C.

and Clara Margaret Crockett Lepley from the remaining funds in her hands as Executrix of the Last Will and Testament of Clara L. Crockett, deceased, and pay the remaining Court costs and incidental expenses of administration of the estate from the balance of the funds in the estate. If the balance of the funds are not sufficient to pay the remaining incidental expenses, the said Mathilda Murray Crockett shall pay those expenses from her own funds.

(b) Mathilda Murray Crockett shall receive the entire one-half (1/2) undivided interest of Clara L. Crockett in the house and lot known as 232 Craigmeade Drive, Nashville, Davidson County, Tennessee, and to this end Elizabeth Jean Crockett Knickerbocker and Clara Margaret Crockett Lepley agree to execute Quitclaim deeds to Mathilda Murray Crockett in order to transfer all their right, title and interest in said property to Mathilda Murray Crockett. Both Elizabeth Jean Crockett Knickerbocker and Clara Margaret Crockett Lepley, hereby represent that their respective husbands shall each join in the execution of those deeds for the purpose of conveying any and all marital rights they each might have in and to said real property.

(c) Mathilda Murray Crockett shall distribute the following items of personal property to Clara Margaret Crockett Lepley -- one (1) varied colored afghan, one (1) metal bird, and two (2) end tables. All other items of household furniture and furnishings shall be distributed to Mathilda Murray Crockett.

2. Each of the parties shall pay their own attorneys' fees and expenses and Mathilda Murray Crockett shall pay the attorneys' fees generated for the legal work performed in the administration of the estate from her individual funds rather than from the funds in the estate. Mathilda Murray Crockett waives her right to a fee as Executrix of the Estate.

3. Each of the parties hereto agree to execute the appropriate receipts, releases, and other instruments or documents necessary to effect this Agreement and close the administration of the Estate of Clara L. Crockett, deceased.

Law Offices
GORDON, BOTTORFF, WATERS and LITTLE
Maryland Manor
5201 Maryland Way
Brentwood, TN 37027

IN WITNESS WHEREOF, each of the parties have signed their respective names hereto on the date or dates appearing.

Witness

Mathilda Murray Crockett 6/4/84
MATHILDA MURRAY CROCKETT Date

Witness

Elizabeth Jean Crockett Knickerbocker 5/21/84
ELIZABETH JEAN CROCKETT KNICKERBOCKER Date

Witness

Clara Margaret Crockett Lepley 5/14/84
CLARA MARGARET CROCKETT LEPLEY Date

Law Offices
GORDON,
BOTTORFF,
WATERS and
LITTLE
Maryland Manor
1 Maryland Way
Brentwood, TN 37027

40984

IDENTIFICATION REFERENCE

Oct 2 10 20 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN