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GEORGE L. ROOKER, CLERK

K. Lankford D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LISA RENEE JONES TUCKER)

VS.) NO. 85D-3146

HOWARD MARTIN TUCKER)

133-1

74

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FINAL DECREE

This cause came on to be heard this 30th day of January, 1986, before the Honorable James Everett, Judge, on the original complaint for divorce filed by the plaintiff. Upon hearing the testimony of plaintiff, statement of counsel for plaintiff, and upon the entire record in this cause, the Court finds that the parties have suffered irreconcilable differences in their marriage; and,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, LISA RENEE JONES TUCKER, is hereby awarded an absolute divorce from the Defendant, HOWARD MARTIN TUCKER, on the grounds of irreconcilable differences, T.C.A. 36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor child at this time, and unless specifically ordered by the Court, such support shall not be reduced or prorated.

The court hereby approves the property settlement agreement and the same is hereby incorporated in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 10th day of October, 1985, by and between LISA RENEE JONES TUCKER, hereinafter referred to as "wife", and HOWARD MARTIN TUCKER, hereinafter referred to as "husband";

WITNESSETH:

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WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the _____ Court for Davidson County, Tennessee, a suit for divorce between the parties, being LISA RENEE JONES TUCKER VS. HOWARD MARTIN TUCKER, bearing Docket Number _____; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, child custody and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights, and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. Wife shall proceed to trial in an attempt to obtain a divorce on the grounds of irreconcilable differences.

2. Wife shall have the exclusive care, custody and control of the parties' minor child, TIFFANY RENEE TUCKER, with husband granted visitation with the minor child every other weekend from Friday at 6:00pm to the following Sunday next at 6:00pm. The parties shall alternate all major holidays, with the wife having the child the day before Thanksgiving 1985 until 9:00am on Thanksgiving Day and the husband having the child on Thanksgiving Day until 8:00pm, and the husband having the minor child one week before Christmas 1985 until 6:00pm on Christmas Eve 1985, and wife having the child from 6:00pm on Christmas Eve 1985, and one week thereafter, and alternating in this manner thereafter. Any additional visitation shall be agreed upon between the parties.

3. To assist with the care, support and maintenance of said minor child, husband shall pay direct to wife the sum of Fifty Dollars ($50.00) per week.

In addition, Husband shall maintain and provide medical and hospitalization insurance for the minor child and any expenses not covered by said insurance shall be divided equally between husband and wife.

4. Wife agrees to convey all of her right, title and interest in the homeplace of the parties located at 3202 Louise Drive, Nashville, Tennessee 37211, to husband, and husband agrees to assume responsibility for the indebtedness thereon and hold wife harmless. BOOK 6813 PAGE 805

5. Husband agrees to convey all his right, title and interest in the 1975 Chevrolet Malibu automobile to the wife, and wife shall hold husband harmless from any indebtedness thereon.

6. All household furniture and furnishings, appliances and other personal property heretofore owned and used by the parties shall be divided between the parties by agreement of the parties.

7. Husband shall assume full responsibility for payment of an existing balance owing to Avco and husband shall hold wife harmless thereof.

8. Husband shall be responsible for reasonable attorney's fees and court costs incurred in connection with this divorce proceeding.

9. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

10. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto set their signatures on this 10th day of October, 1985, at to wife; and the 10th day of October, as to husband.

Lisa Renee Jones Tucker
WIFE

Howard Martin Tucker
HUSBAND

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, LISA RENEE JONES TUCKER, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 10th day of October, 1985.

Brenda S. Windsor
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, HOWARD MARTIN TUCKER, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 10th day of October, 1985.

Brenda S. Windsor
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property set out in number four of the Property Settlement Agreement herein located at 3202 Louise Drive, Nashville, Tennessee 37211, shall be divested out of wife and vested solely in husband, with husband assuming total responsibility for the indebtedness thereon and holding wife harmless thereon. Said real property is described as follows:

LAND in Davidson County, Tennessee, being Lot No. 41, H. B. McNabb Subdivision as of record in Book 1130, page 64, Register's Office for davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

BEING the same property conveyed to Howard M. Tucker and wife Lisa R. Tucker, by deed from R. W. Peay and wife, Hazel L. Peay, of record in Book 6519, page 670, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the defendant, for which execution may issue if necessary.

ENTERED this 4 day of Feb, 1986.

JUDGE

APPROVED FOR ENTRY:

Robert Rutherford

Robert W. Rutherford
Attorney for Plaintiff/wife
306 Nashville City Bank Bldg.
Nashville, Tennessee 37201

ADDRESSES:

Mr. Howard Martin Tucker
3205 Louise Drive
Nashville, Tennessee 37211

Mrs. Lisa Renee Jones Tucker
3211 Harlin Drive
Nashville, Tennessee 37211

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the defendant, Mr. Howard Martin Tucker, 3205 Louise Drive, Nashville, Tennessee 37211, this 31 day of January, 1986.

Robert Rutherford
ROBERT W. RUTHERFORD

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IDENTIFICATION REFERENCE

MAR 26 3 10 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* Probate *Circuit Court for Davidson County, Tennessee, on the* 5th *day of* Feb. *,19* 86 *, in Case Number* 85P-3146 *between* Lisa Renee Jones Zucker *Plaintiff, and* Howard Martin Zucker *Defendant, as same remains of record in Book* 32C *, Page* 1950 *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* 26th *day of* Mar *in the year one thousand nine hundred and* 86 *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Roper *D.C.*

Form #GR-117