WHEREAS, there is one minor child of the marriage, to wit, JOSEPH SCOTT SIDES, born November 20, 1966 (three other children having since reached their majority and are emancipated).

NOW, THEREFORE, in consideration of the mutual covenants and agreement of the parties herein contained, they agree as follows:

1. The homeplace of the parties at 509 Northcrest Drive, Nashville, Tennessee 37211, is presently in the name of husband and wife as tenants by the entirety. They agree that this property will be deeded from both of them to each of them on a one-half basis. It appears that there was a second mortgage on said property in the amount of $12,506.59 which has been paid off entirely by the husband. Said husband will continue to live in the house, maintain it in first-class condition and pay the first mortage notes. When said house is sold, each party will get one-half of the sale price after the usual closing costs and after paying to the husband from the total proceeds said sum of $12,506.59.

2. The parties own five (5) lots in Tarrant County, Texas, being Lots 8, 9, 10, 11 and 12 in the Thompson Terrace Subdivision. The wife is to get lots 11 and 12 in fee simple absolute and the husband is to get lots 8 and 9 in fee simple absolute. Lot 10 is to be retained by the parties as tenants in common. Each party agrees that they will effectuate the proper deeds to convey said property within a reasonable time.

3. The parties own six (6) lots in Ashland City, Tennessee and both agree to effectuate the proper deeds in order that each party will ultimately own three (3) lots in fee simple absolute.

4. The parties agree that the said minor child of the parties will remain with the wife, who will have exclusive custody, with leave granted to the husband to see and visit with the child at all reasonable times and places. Husband agrees that he will pay ONE HUNDRED SIXTY DOLLARS ($160.00) per month child support beginning on the date of the final decree in this cause. Said husband further agrees to maintain hospitalization insurance on said child in a similar amount as was in effect at the time of this Property Settlement Agreement.

5. The parties further agree that each one of them shall keep in his or her own possession personal property which they now have in their possession and they state that said personal property has already been divided to their satisfaction.

6. The parties further agree that the wife shall be entitled to claim said minor child on her Federal Income Tax returns as she pays more than one-half of his support.

7. Each party hereto reserves the right to either file or defend a divorce action against the other in a court of competent jurisdiction, and nothing herein contained shall be construed as an agreement on the part of either of the parties hereto that the other party has grounds for divorce against him or her, or that they in any way waive any rights in any divorce action which may be filed, except those property rights which are settled as provided in this Agreement and the obligations of support of the child herein as having been agreed upon.

8. Each parties agrees, declares and acknowledges that prior to making and entering into this Agreement, they have had independent advice of counsel and have not in any way been induced or persuaded against their will to make or enter into any of the agreements herein. They further agree that this agreement and the payments and transfers of property and other acts in execution and furtherance of this agreement shall operate to relinquish, surrender and discharge their respective marital rights as husband and wife and all rights which either may have in the property of the other,

both present and future, that the parties agree to accept the payments and the property herein designated to be transferred and conveyed to the other in complete satisfaction of all rights, both present and future, that the parties have against the other.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this 12th day of August, 1982.

s/ David C. Rutherford
Witness

s/ Lorene Norris Sides

s/ David C. Rutherford
Witness

s/ Joe Duey Sides

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the foregoing Agreement of the parties is fair and equitable and is in the best interest of the minor child of the parties, and is therefore and all things hereby confirmed and approved by the Court and is adopted as a part of this Final Decree.

The Court costs in this cause shall be divided equally by and between the parties, for which execution may issue if necessary.

Enter this 31st day of December, 1982.

JUDGE

APPROVED FOR ENTRY:

DAVID C. RUTHERFORD

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. Joe Duey Sides, 509 Northcrest Drive, Nashville, Tennessee 37211, this 21 day of December, 1982.

DAVID C. RUTHERFORD

BOOK 7263 PAGE 153

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* third *day of* January, *19* 83, *in Case Number* 82D-2630 *between* LORENE NORRIS SIDES, *Plaintiff, and* JOE DUEY SIDES, *Defendant, as same remains of record in Book* 128A, *Page* 644 *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* fourth *day of* June *in the year one thousand nine hundred and* eighty-seven *and in the* two hundred eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Rowland, *D.C.*

Form #GR-117

BOOK 7263 PAGE 154 FORM NO. WD-1

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 52,000.00

Charles P. Broach
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF June, 19 87

Notary Public

MY COMMISSION EXPIRES: 11/12/90
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
David C. Rutherford, Attorney, 3rd Floor, Dominion Bank Bldg., Nashville, Tn
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles P. Broach, et ux (NAME)	Sears Mortgage Corporation (NAME)	147-11; 101
509 Northcrest Drive (STREET ADDRESS OR ROUTE NUMBER)	300 Knightsbridge Parkway (STREET ADDRESS)	6DU-16724
Nashville, Tn 37211 (CITY) (STATE) (P.O. ZIP)	Lincolnshire, Il 60069 (CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Joseph D. Sides and Lorene Sides, tenants in common

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Charles P. Broach and wife, Lynn M. Broach

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

Land in Davidson County, Tennessee, being Lot No. 454 on the Plan of Whispering Hills, Section II-C of record in Book 2663, pages 66 and 67, Register's Office for said County.

Said Lot No. 454 fronts 80 feet on the South side of Northcrest Drive and runs back 261 feet on the west line and 295.7 feet on the east line to a dead line in the rear on which it measures 115 feet.

Being the same property conveyed to Joseph D. Side and wife, Lorene Sides by deed from Issac A. Bratcher and wife, Robbie Louise Bratcher of record in Book 4914, page 35, Register's Office for Davidson County, Tennessee. The said parties having since divorced, & property having been awarded to said parties as tenants in common by divorce decree of record in Minute Book 128A, page 644, Circuit Court Clerk's Office for Davidson County, Tennessee.

3450 IDENTIFICATION REFERENCE ONLY

JUN 9 3 06 PM

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

unimproved ( )
This is improved (X) property, known as 509 Northcrest Drive, Nashville, Tennessee
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 28th day of May, 19 87

Joseph D. Sides

Lorene Sides 5-28-87