MAP- 136-10
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1628/1048

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
'87 JUN 26 PM 4:13
GEORGE L. ROOKER, CLERK

JOANN TIPTON :

vs. : No. 87D-337 D. Sawlock

RUSSELL LYNN TIPTON :

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. . . . . .

FINAL DECREE

This cause came on to be heard on June 26, 1987 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon wife's complaint for absolute divorce on the ground of irreconcilable differences, after testimony of wife, the Court was of the opinion that the allegations had been sustained, that is, that the parties have irreconcilable differences and further, the Court approved the agreement entered into by and between the parties.

It is, therefore, ORDERED by the Court that wife be and she is hereby granted an absolute divorce on the ground of irreconcilable differences.

It is further ORDERED by the Court that the agreement entered into by and between the parties is affirmatively found to make for an equitable settlement of the parties' property rights. The agreement is made a part of this final decree and reads in words and figures as follows:

50851

IDENTIFICATION REFERENCE

JUL 30 11 19 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JOANN TIPTON :

vs. : No. 87D-337

RUSSELL LYNN TIPTON :

. . . . . .

AGREEMENT

In this cause, it appears to the Court that wife has filed a complaint for absolute divorce and it further appears to the Court as evidenced by the signatures of the parties hereon, that they desire to settle their property rights, all subject to the approval and sanction of the Court and should the Court see fit to grant Wife an absolute divorce in this cause on the ground of irreconcilable differences, the parties have agreed as follows:

1. The consideration of this agreement is the mutual covenants, promises and agreements contained herein.

2. Wife shall proceed to obtain a divorce on the ground of irreconcilable differences.

3. Husband shall have all right, title and interest to the parties' homeplace at 2770 Smith Springs Road and this shall be his free and clear from any claim from wife. Husband shall be responsible for any and all indebtedness on said property and shall hold wife harmless from any indebtedness on said property. The conveyance of this property to husband by wife is part of this Property Settlement. The property to be owned by husband as his absolutely is described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 470 on the Plan of Priest Lake Park, Section 7-B, of record in Book 5200, page 175, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 470 fronts 153.69 feet along the northerly margin of Smith Springs Road and extends back 162.71 feet on the easterly line and 214.16 feet on the northwesterly line to a dead line in the rear measuring 31.88 feet thereon.
>
> Being part of the same property conveyed to Russell L. Tipton and wife, JoAnn C. Tipton from Philhall Corporation as of record in Book 6512 Page 449, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing restrictions and easements of record.

It is further agreed between the parties that the full description of the property will be set forth in the Final Decree conveying the property.

4. The parties agree that all household furniture, furnishings and fixtures have already been divided and there is no further division to be made in regard to these items.

5. Wife shall have all right, title and interest to the 1984 Datsun automobile and be responsbile for all indebtedness thereon.

6. Husband shall have all right, title and interest to a houseboat owned by the parties and be responsible for all indebtedness thereon.

7. Each will keep their own personal property and belongings.

8. Each will be entitled to and keep all right, title and interest to their own retirement accounts at their respective places of employment.

9. Each will be responsible for their own charges and credit cards and hold the other harmless from any charges on charge accounts, credit cards, etc., on which they have placed charges.

10. Wife will pay any balance due on the Court costs in this cause.

11. The parties agree that this agreement makes for an equitable settlement of the parties property rights.

12. Each party will sign any memorandum, paper, writing, deed, title or written instrument in order to carry out the terms of this Agreement.

13. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of husband and wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights

or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by husband and wife and any property that either of them may acquire in the future. The wife and husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

14. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 21 day of April, 1987 as to the Wife and on the 30 day of May, 1987 as to the Husband.

JOANN C. TIPTON

RUSSELL LYNN TIPTON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named JOANN C. TIPTON, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 21 day of April 1987.

Elizabeth A. Hahnfeldt
NOTARY PUBLIC

My Commission Expires: 9-11-90

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named RUSSELL LYNN TIPTON, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 26 day of May 1987.

Elizabeth A. Hahnfeldt
NOTARY PUBLIC

My Commission Expires: 9-11-90

It is further ORDERED by the Court that the real property now vested in husband to be his absolutely is described in words and figures as follows:

Land in Davidson County, Tennessee, being lot no. 470 on the plan of Priest Lake Park, Section 7B, of record in book 5200, Page 175, Register's Office for Davidson County, Tennessee.

Said lot no. 470 fronts 153.69 feet along the northerly margin of Smith Springs Road and extends back 162.71 feet on the easterly line and 214.16 feet on the northwesterly line to a dead line in the rear measuring 31.88 feet thereon.

Being part of the same property conveyed to Russell L. Tipton and wife, Joann C. Tipton, from PHilhall Corporation as of record in Book 6512, Page 449, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing restrictions and easements of record.

ENTER: This 26th day of June, 1987.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
ATTORNEY FOR WIFE

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing to Mr. Russell Tipton, he having no attorney of record, 2770 Smith Springs Road, Nashville, TN 37217this 26 day of June, 1987.

JACK A. BUTLER

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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* twenty-sixth *day of* June, *19* 87, *in Case Number* 87D-337 *between* Joann Tipton *Plaintiff, and* Russell Lynn Tipton *Defendant, as same remains of record in Book* 162B, *Page* 1048 *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* 30th *day of* July *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Allgott *D.C.*

Form #GR-117