XIX-18- JRR/aw 3/28/87

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY ELLEN NICHOLSON TOMPKINS

vs.

JOEL URGUHART TOMPKINS

Map 147-15
Par 95 1s

No. 88D-2731

AMENDED FINAL DECREE BOOK 7339 PAGE 570

This cause came on to be heard on the 29th day of May 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce, as amended, filed by Mary Ellen Nicholson Tompkins against Joel Urguhart Tompkins; personal service of process had upon the Defendant, Joel Urguhart Tompkins; a written, notarized Property Settlement Agreement tendered to the Court; testimony of the Complainant, Mary Ellen Nicholson Tompkins, adduced in open Court; statement of counsel; and the entire record in this cause.

From all of which the Court finds that the parties have suffered irreconcilable differences, pursuant to Section 36-4-103, et seq., Tennessee Code Annotated, and the Complainant, Mary Ellen Nicholson Tompkins, should be awarded an absolute divorce from the Defendant, Joel Urguhart Tompkins.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby and forever perpetually dissolved, and the Complainant, Mary Ellen Nicholson Tompkins, be and she is hereby granted an absolute divorce from the Defendant, Joel Urguhart Tompkins, and restored to all the rights and privileges of an unmarried person, including the restoration of her former name, Mary Ellen Nicholson.

It is further ORDERED, ADJUDGED and DECREED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and that the Agreement heretofore entered into between the parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

IV-25 JRR/aw 4/28/87

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT is entered into on the day and dates hereinafter stated, by and between MARY ELLEN NICHOLSON TOMPKINS, hereinafter referred to as the "Wife," and JOEL URGUHART TOMPKINS, hereinafter referred to as the "Husband," subject to the following premises and terms and conditions:

W I T N E S S E T H: That

WHEREAS, the Wife has filed a Complaint for Absolute Divorce against the Husband and the Husband has filed an Answer and Counter Complaint for Absolute Divorce against the Wife in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties have suffered certain irreconcilable differences in their marriage, resulting in their marriage becoming irretrievably broken, with no apparent possibility of reconciliation and the parties intend to live apart the rest of their lives; and

WHEREAS, the parties desire to enter into this Property Settlement Agreement, not out of levity or collusion, but to amicably settle their differences with respect to all property rights and to enter into a contract for the settlement of such rights and obligations to avoid unnecessary litigation and the attendant emotional stress and expenses which would accompany the same, not only for the present, but for the future, it being the intention that such contract will be affected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties; and

WHEREAS, both parties are aware of their possessions and obligations one to the other; and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated Court action and have been advised by counsel; and

WHEREAS, the parties intend to tender this Property Settlement Agreement to the Court for approval in the event a divorce is granted in this cause.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

I. REAL PROPERTY.

1.1. 512 Whispering Hills Drive. The parties acknowledge that they are the owners, as tenants by the entireties, of certain real property located at and known as 512 Whispering Hills Drive, Nashville, Davidson County, Tennessee 37211. Husband shall be vested with all right, title and interest in and to said property and Wife's interest shall be divested from her and vested in favor of Husband. In consideration hereof, Wife shall be awarded a lien in the amount of Ten Thousand ($10,000.00) Dollars against said real property, said lien to be paid on or before one (1) year from the date a divorce may be granted in this cause or when the real property may be sold, whichever shall first occur. Husband shall assume the first mortgage indebtedness and shall also assume any and all other indebtednesses against said real property, whether lien or otherwise, for improvements or otherwise, and shall defend, indemnify and hold Wife harmless of the same.

1.2. 2909 Ironwood Drive. The parties acknowledge that they are the owners, as tenants by the entireties, of certain real property located at and known as 2909 Ironwood Drive, Nashville, Davidson County, Tennesse. Wife shall be vested with all right, title and interest in and to said property and Husband's interest shall be divested from him and vested in favor of Wife. Wife shall also assume the outstanding first mortgage indebtedness in favor of First Investment Company, and shall defend, indemnify and hold Husband harmless of the same.

1.3. 4421 and 4423 Gina Brook. The parties acknowledge that the property at 4421 and 4423 Gina Brook, Hermitage, Davidson County, Tennessee, is vested in Wife, solely. Wife shall be vested with all right, title and interest in and to said property and Husband's interest shall be divested from him and vested in favor of Wife. Wife shall assume the outstanding first mortgage indebtedness in favor of First Investment Company, and shall defend, indemnify and hold Husband harmless of the same.

1.4 Reynolds Road. The parties are partners in a certain partnership operating under the firm name and style "J & M Properties, Inc." The Partnership is vested with certain real property on Reynolds Road, Marshall County, Tennessee, as evidenced by Quitclaim Deed of record in Record Book 114, page 3, Register's Office for Marshall County, Tennessee. All of Husband's right, title and interest in said Partnership real property on Reynolds Road, Marshall County, Tennessee, shall be divested from Husband and vested in favor of Wife. Wife shall also assume the Husband's liability on the mortgages filed against the same, and shall defend, indemnify and hold Husband harmless of the same.

1.5. Kentucky Property. The parties acknowledge that Wife is vested with certain real properties in Meade County, State of Kentucky. Husband's name has been added to certain Contracts to convey said real properties. All of Husband's right, title and interest in the properties in the State of Kentucky shall be divested from Husband and vested in favor of Wife. Wife shall also assume the Husband's liability on any mortgages filed against the same, and shall defend, indemnify and hold Husband harmless of the same. Husband shall execute any and all Quitclaim Deeds, Assignments of Contracts and other conveying instruments as may be reasonably required by Wife's attorneys in this jurisdiction or in

required by Wife's attorneys in this jurisdiction or in the State of Kentucky to properly vest all right, title and interest in the name of Wife.

II. PERSONAL PROPERTY.

2.1. Personal Belongings. The parties shall each be awarded his or her own wearing apparel, jewelry and other personal belongings.

2.2. Partnership Property. Wife shall be awarded all of Husband's interest in the Partnership operated under the firm name and style "J & M Properties, Inc." and Husband's interest therein shall be divested out of him and vested in her; and Wife shall assume Husband's share of all outstanding liability thereon and shall indemnify and hold Husband harmless of the same.

2.3. Portable Building. Wife shall be awarded the 12x24 outbuilding located on the real property on Reynolds Road, Marshall County, Tennessee, and Wife shall assume the outstanding indebtedness thereon and shall indemnify and hold Husband harmless of the same.

2.4. Boat and Camper. Husband shall be awarded all right, title and interest in and to the following specific items of personal property, to wit: 18-foot Glasspar boat, with Tennessee trailer and battery, the camper and Hermitage Landing membership.

2.5. Household Furniture. The parties shall each be awarded the articles of household furniture and furnishings presently in her or his possession, with the exception of the following:

(a) Wife shall be awarded the following articles of household furniture and furnishings, presently in the possession of Husband, to wit: electric screwdriver, Sears black and white television, two (2) 50-foot extension cords, iron matchkeeper, wooden bachelor's box with "W" on top, battery-operated air compressor, two (2) sets of door locks with keys (bought for duplex), three (3) Singer prints framed, two (2) cases of sewing threads and notions, two (2) whiskey barrel flower containers,

Swingline staple gun, 6-foot wooden step ladder, one-half (1/2) of fire wood, asparagus and rhubarb plants and bulbs, blue metal tool box, Black & Decker jigsaw, Sears rowing machine, Dutch Boy and Girl dolls, box of winter clothes, one (1) large picture (in frame) of Wife and daughter, one (1) round point shovel and garden weed hoe, picture of "Sparky" on back of door in storage room, various drink glasses in bar, one-half (1/2) of various microwave dishes, one (1) Coleman camp stove, two (2) shift dresses from camper, and turntable with record changer.

(b) Husband shall be awarded the following articles of household furniture and furnishings, presently in the possession of Wife, to wit: AR-6 speakers, small camera flash unit, wooden red horse, white ceramic pasta holder and remaining pieces of Harvest Time china.

(c) As further division of the household furniture and furnishings, Husband agrees to pay directly to Wife the sum of Five Hundred ($500.00) Dollars in equal semi-monthly installments of Fifty ($50.00) Dollars each, beginning on the 15th day of June 1987, and continuing on the 1st and 15th day of each month thereafter until paid in full.

(d) Husband shall return to Wife her wedding ring on or before thirty (30) days after a divorce may be granted in this cause. If Husband is unable to locate said wedding ring, Husband shall pay Wife an additional One Hundred ($100.00) Dollars in semi-monthly installments to be paid after the payments required in the preceding Paragraph.

2.6. Automobiles. The Wife shall be awarded the 1984 Mazda GLC automobile, and shall assume the outstanding indebtedness on the same and shall save, indemnify and hold the Husband harmless of the same. Husband further agrees to execute any and all titles to said automobile conveying all of his right, title and interest in and to said automobile, and to return any set of keys to said automobile in his possession. Husband shall be awarded his

vehicle(s), and shall assume the outstanding indebtedness on the same and shall save, indemnify and hold the Wife harmless of the same. Wife further agrees to execute any and all titles to said automobile conveying all of her right, title and interest in and to said vehicle(s), and to return any set of keys to said vehicle(s) in her possession. The parties further hereby recognize that each shall be responsible for securing such bodily injury, liability and property damage insurance on the vehicle(s) awarded to her or him, and that neither party shall have any responsibility to the other party for obtaining such insurance.

2.7. Bank Accounts. The Husband hereby relinquishes any claim he may have in and to the proceeds of Wife's individual checking and/or savings and/or credit union accounts and acknowledges that the same are the sole and separate property of the Wife. The Wife, likewise, hereby relinquishes any claim she may have in and to the proceeds of the Husband's individual checking and/or savings and/or credit union accounts, and acknowledges that the same are the sole and separate property of the Husband.

2.8. Debts. The parties further agree that she/he shall be solely responsible for the payment of all outstanding individual debts incurred by her or him prior to the date of the execution of this Agreement, except as otherwise set forth herein, and that each shall hold the other harmless from any liability for such individual debts. Husband shall specifically assume the outstanding balance owed Sears Roebuck and Company. It is further understood and agreed between the parties that, from the date of the execution of this Agreement, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

III. ALIMONY IN SOLIDO.

3.1. Alimony. Husband shall pay Wife the sum of Nine Thousand ($9,000.00) Dollars cash, payable Eight Thousand ($8,000.00) Dollars on the date a divorce may be granted in this cause and the balance of One Thousand ($1,000.00) Dollars on or before thirty (30) days from the date a divorce may be granted in this cause.

IV. ADDITIONAL CONSIDERATIONS.

4.1. Mutual Injunction. Both parties shall be permanently enjoined from coming about the other for the purpose of yelling, cursing, harassing, threatening or physically abusing the other.

4.2. Acceptance by the Parties. With respect to each party's responsibility for the payment of certain debts and liabilities and her or his obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Act, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement.

4.3. Confidentiality. The parties agree to keep confidential any actual, purported or potential grounds for divorce that either may have against the other and not to use such matters against the other hereto in any manner whatsoever or for any purpose whatsoever.

4.4. Change of Name. The Wife's name shall be changed to Mary Ellen Nicholson.

V. MISCELLANEOUS.

5.1. Divorce. The Wife shall proceed with obtaining an absolute divorce from the Husband upon the grounds of Irreconcilable Differences.

5.2. Attorney's Fees. Each party shall be responsible for paying her or his own attorney for good and valuable services rendered in this matter.

5.3. Court Costs. The parties shall each be responsible for one-half (1/2) of the per diem charged by Pam Billingsley, Court

Reporter, for her appearance on 27 April 1987. The final costs of this cause shall be paid by Husband.

5.4. Tax Exempt Status. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition of property, but is an equal division of property by co-owner.

5.5. Entire Agreement. It is understood and agreed between the parties hereto that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge from all of the claims arising out of their marital relationship and that each hereby remises, waives, releases and forever discharges the other from any and all claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to act as administrator or executor of the other's estate; and this agreement applies to all property now owned by the Husband and Wife or any property either of them may acquire in the future.

5.6. Future Considerations. The parties further agree to sign and all instruments, documents, titles, covenants, tax waivers or deeds necessary to carry out the full intent and purposes of this Agreement. Furthermore, the parties acknowledge that they shall continue to live separate and apart for the rest of their lives and shall be free from interference, authority and control, direct or indirect, by the other as fully as if sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, engage in employment, business or profession, which he or she may deem advisable.

5.7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto, their personal representatives, heirs, assigns and successors in interest.

5.8. Arm's Length Transaction. The parties acknowledge that they have jointly entered into this Property Settlement Agreement, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against either party.

5.9. The parties acknowledge that they have read this instrument in its entirety and have signed this instrument and that this instrument is entered into freely, knowledgeably, in good faith and without exertion or duress or undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

5.10. No waiver of any breach or default hereunder or misrepresentation contained herein shall be implied from any omission of the non-defaulting party to take any action on account of such misrepresentation, breach, or default.

5.11. The parties shall promptly notify each other in writing of all matters which may give rise to a right of indemnification hereunder, and the indemnifying party shall have the right to settle and, at his/her own expense, to defend through counsel of his/her own choosing, any action which may be brought in connection therewith. In the event that the indemnifying party fails or refuses to contest any claim which may give rise to a right of indemnification hereunder, the other party may contest or settle such claim, which action shall not constitute a waiver of their rights hereunder.

5.12. Submission to Court. The parties acknowledge that this Agreement, subject to Court approval, shall be incorporated in and be made a part of any Decree of Divorce as may be entered hereafter.

Executed on this 28 day of May 1987, by the Wife, and on this 28 day of MAY 1987, by the Husband.

Mary Ellen Nicholson Tompkins
MARY ELLEN NICHOLSON TOMPKINS - Wife

Joel Urguhart Tompkins
JOEL URGUHART TOMPKINS - Husband

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARY ELLEN NICHOLSON TOMPKINS, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of May 1987.

John R. Ley Notary Public

My commission expires 17 July 1988

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOEL URGHUART TOMPKINS, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of May 1987.

John R. Ley Notary Public

My commission expires 17 July 1988

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest the Complainant, Mary Ellen Nicholson Tompkins, has in and to the following described real property known as 512 Whispering Hills Drive, Nashville, Davidson County, Tennessee, be and the same is hereby, divested out of Mary Ellen Nicholson Tompkins, being one and the same person as Mary E. Tompkins, subject to the Ten Thousand ($10,000.00) Dollar lien retained in favor of Mary Ellen Nicholson Tompkins pursuant to Paragraph 1.1 of the Property Settlement Agreement included herein, and vested solely in the Defendant, Joel Urguhart Tompkins, said real property being more particularly described as follows to wit:

> Land in Davidson County, Tennessee, being Lot No. 138 on the Plan of Whispering Hills, Section 1, as of record in Book 2331, pages 82, 83 and 84, Register's Office for Davidson County, Tennessee, and being more particularly described as follows, to wit:
>
> BEGINNING at a point in the northeasterly margin of Whispering Hills Drive at the corner of Lots Nos. 134 and 138; thence with the line between said Lots, northeasterly 150.9 feet to a point; thence southerly 51.4 feet to a point; thence southeasterly 153 feet to the westerly margin of Millerwood Drive (formerly an unnamed street); thence with the margin of the same southwesterly 130 feet to the beginning of a curve; thence around said curve southwesterly 39.3 feet to the margin of Whispering Hills Drive; thence with the margin of the same northwesterly 233.3 feet to the point of beginning.
>
> Being the same property conveyed to Joel U. Tompkins and wife, Mary E. Tompkins, by Quitclaim Deed as shown of record in Book 5817, page 650, Register's Office for Davidson County, Tennessee.
>
> Mary E. Tompkins and Mary Ellen Nicholson Tompkins are one and the same person. Joel U. Tompkins and Joel Urguhart Tompkins are one and the same person.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest the Defendant, Joel Urguhart Tompkins, has in and to the following described real property known as 2909 Ironwood Drive, Nashville, Davidson County, Tennessee, 37214, be and the same is hereby, divested out of Joel Urguhart Tompkins, and vested solely in the Complainant, Mary Ellen Nicholson Tompkins, said real property being more particularly described as follows to wit:

Being Lot No. 11 on the Plan of Cloverhill Subdivision, Section 2, of record in Book 2133, page 46, 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 Joel U. Tompkins and wife, Mary E. Tompkins, by Deed from Dwight D. French and wife, Rita P. French, as shown of record in Book 6633, page 704, Register's Office for Davidson County, Tennessee.

Mary E. Tompkins and Mary Ellen Nicholson Tompkins are one and the same person. Joel U. Tompkins and Joel Urguhart Tompkins are one and the same person.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest the Defendant, Joel Urguhart Tompkins, has in and to the following described real property known as 4121 and 4123 Gina Brook Drive, Hermitage, Davidson County, Tennessee, 37076, be and the same is hereby, divested out of Joel Urguhart Tompkins, and vested solely in the Complainant, Mary Ellen Nicholson Tompkins, said real property being more particularly described as follows to wit:

Being Lot No. 134 on the Plan of Gina Brooke Subdivision, of record in Plat Book 5800, page 73, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Mary E. Tompkins, by Deed from Philip D. Johnson and wife, Arlene Renae Johnson, as shown of record in Book 6935, page 378, Register's Office for Davidson County, Tennessee.

Mary E. Tompkins and Mary Ellen Nicholson Tompkins are one and the same person.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest the Defendant, Joel Urguhart Tompkins, has in and to the following described real property known as Reynolds Road, Marshall County, Tennessee, be and the same is hereby, divested out of Joel Urguhart Tompkins, and vested solely in the Complainant, Mary Ellen Nicholson Tompkins, said real property being more particularly described as follows to wit:

Being a tract of land in the First Civil District of Marshall County, Tennessee, being Tracts 52 and 53 of Wilkerson Acres, Section 5, of record in Book H-5, page 257, Register's Office for Marshall County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Joel Urguhart Tompkins and Mary Ellen Tompkins, by Deed from Marvin McCord and wife, Lura E. McCord, as shown of record in Book 110, page 446, Register's Office for Marshall County, Tennessee. Thereafter, Joel Urguhart Tompkins and Mary Ellen Tompkins conveyed said real property to J & M Properties, Inc., by Quitclaim Deed of record in Book 114, page 3, said Register's Office. The purported corporation, J & M Properties, Inc., was never organized and capitalized; and the parties have held this property by Partnership operating under the firm name and style "J & M Properties".

The current addresses of the parties are as follows:

Complainant, Mary Ellen Nicholson Tompkins,

Defendant, Joel Urguhart Tompkins, 521 Whispering Hills Drive, Nashville, Tennessee 37211.

The costs of this cause are assessed against the Defendant, Joel Urguhart Tompkins, for which let execution issue, if necessary.

Enter this 26th day of June 1987, nunc pro tunc 1 June 1987.

JUDGE

Approved for Entry:

JOHN R. REYNOLDS
Attorney for Complainant
216 Third Avenue, North
P. O. Box 2512
Nashville TN 37219-0512
Tel: (615) 256-2694

MILAM & STRAIN

By
STEVEN H. STRAIN
Attorneys for Defendant
2400 Crestmoor Road, Suite 106
Nashville TN 37215
Tel: (615) 386-7146

cc: Ms. Mary Ellen Nicholson Tompkins

60816

IDENTIFICATION REFERENCE

BOOK 7339 PAGE 585

AUG 31 1 16 PM '87

DAVIDSON COUNTY, TN

Mail
Mary Nicholson
Rt. 2
Box 187
Columbia 38401

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* eighth *day of* July, *19*87, *in Case Number* 86D-2731 *between* MARY ELLEN NICHOLSON TOMPKINS *Plaintiff, and* JOEL URGUHART TOMPKINS *Defendant, as same remains of record in Book* 162C, *Page* 1839 *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* 13th *day of* August *in the year one thousand nine hundred and* eighty-seven *and in the* two hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By T. L. Rowland *D.C.*

Form #GR-117