MAP 128-6A
PARCEL 512

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

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GEORGE L. ROOKER, CLERK
D. Spurlock D.C.

PETER N. FILIPOVIC,
PLAINTIFF

VS

KATHERINE (TEMPLE) FILIPOVIC,
DEFENDANT

DOCKET NO. 87D-3900

BOOK 7503 PAGE 956

FINAL DECREE OF DIVORCE

This cause came to be heard on the 25th day of March, 1988, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the plaintiff, PETER N. FILIPOVIC, and a Marital Dissolution Agreement signed by the parties, the sworn testimony of the plaintiff in open court, statement of counsel, and the entire record herein; from all of which the court finds that the allegations of the complaint are sustained by the proof, that is, the parties have irreconcilable differences. The court further finds that the Marital Dissolution Agreement signed by the parties makes adequate and sufficient provisions for the of the parties and for the equitable settlement of any property rights between the parties. The court further finds that the address of the plaintiff, PETER N. FILIPOVIC, is 1007 Erin Lane, Nashville, Tennessee 37221; and the address of the defendant, KATHERINE (TEMPLE) FILIPOVIC, is 512 Stacy Square Terrace, Nashville, Tennessee 37221.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, PETER N. FILIPOVIC, be and is hereby awarded an absolute divorce from the defendant, KATHERINE (TEMPLE) FILIPOVIC, on the grounds of irreconcilable differences; and the parties are hereby restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement executed by the parties is hereby approved by the court, the same being an equitable and fair settlement of the property and obligations as to the parties, and is hereby incorporated herein as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 7503 PAGE 957

PETER N. FILIPOVIC,
PLAINTIFF/HUSBAND

VS

KATHERINE (TEMPLE) FILIPOVIC,
DEFENDANT/WIFE

DOCKET NO. _____

MARITAL DISSOLUTION AGREEMENT AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between PETER N. FILIPOVIC, hereinafter referred to as "Husband", and KATHERINE (TEMPLE) FILIPOVIC, hereinafter referred to as "Wife", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS the parties have experienced marital difficulties in the past with the result that divorce proceedings are being filed in the Circuit Court for Davidson County, Tennessee; and

WHEREAS it is the decision of the parties insofar as they are able without the concurrence of the Court to amicably settle their differences with respect to all property rights, obligations for payment of debts, and enter into a contract for the settlement of such rights and obligations, not only for the present but for the future, it being their intention that such contract will be effected with respect to all of the property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, in and for consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The wife shall have as her sole and separate property the condominium located at 512 Stacy Square Terrace, Nashville, Tennessee and the household furnishings contained therein, along with her personal belongings. The wife shall hold harmless the husband of any debt owed on said condominium and shall be responsible for said debt on said condominium whose legal description is attached hereto and marked "Exhibit A".

2. The wife shall further have as her sole and separate property the 1987 Volkswagon Golf automobile, and husband shall be responsible for any indebtedness thereon and shall hold harmless the wife therefrom.

3. The husband shall have as his sole and separate property the condominium in Destin, Florida and the contents therein and shall hold harmless the wife therefrom. Said condominium is more fully described in the attached description marked "Exhibit B".

The husband shall further have as his sole and separate property the 1985 Chevrolet Celebrity and his personal belongings.

4. The parties have a joint checking account located at Metropolitan Federal Savings & Loan Bank under account number 020322567. The parties are agreeable to dividing said checking account, one-half to the husband and one-half to the wife.

5. The parties have agreed that the Husband will pay the court costs in the divorce proceedings presently being filed with the Circuit Court for Davidson County, Tennessee.

6. It is understood and agreed between the parties that this Agreement shall be introduced with the proceedings to the Circuit Court for Davidson County, Tennessee for ratification and incorporation into the Final Decree of Divorce between the parties.

7. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by wife and husband individually or jointly, or any property that either of them may acquire in the future.

8. It is further understood and agreed between the parties that from and after the date of execution of this Agreement neither will contract any indebtedness upon the credit of the other and that if either should be compelled to pay any future debt of the other then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid including any interest and legal expenses incurred, if any.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

10. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Provisions in this Agreement and their 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. Both husband and wife have been advised of their right to separate counsel.

11. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

12. In the event any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provision being severable.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy is being tendered to the Court with the divorce pleadings.

Peter N. Filipovic 11-10-87
PETER N. FILIPOVIC DATE

Katherine Filipovic 11-10-87
KATHERINE (TEMPLE) FILIPOVIC DATE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PETER N. FILIPOVIC, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Property Settlement Agreement for the purposes contained therein.

Sworn to and subscribed before me this 10th day of November, 1987.

NOTARY PUBLIC

My Commission Expires: Oct 24, 1988

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, KATHERINE (TEMPLE) FILIPOVIC, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Property Settlement Agreement for the purposes contained therein.

Sworn to and subscribed before me this 10th day of November, 1987.

NOTARY PUBLIC

My Commission Expires: Oct 24, 1988

"EXHIBIT A"

STACY SQUARE II

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Unit No. 512, Lot 2A on the Plan of Stacy Square II, of record in Plat Book 6250, page 159, said Register's Office, as amended by exhibit to Master Deed in Book 6497, page 720, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.

BEING the same property conveyed to Peter N. Filipovic and wife, Katherine H. Filipovic, by deed from Morris Eshaghpour Contracting Corporation of record in Book 6784, page 709, Register's Office of Davidson County, Tennessee.

"EXHIBIT B"

SANDPRINTS CONDOMINIUM

LEGAL DESCRIPTION

Real property situated, lying, and being in Walton County, Florida, and more fully described as follows, to-wit:

UNIT E-4 SANDPRINTS CONDOMINIUM, and the undivided share in the common elements appurtenant thereto, in accordance with and subject to the covenants, conditions, terms, and other provisions of the DECLARATION OF CONDOMINIUM OF SANDPRINTS CONDOMINIUM, with the schedules annexed thereto, as recorded in Official Records book 296, Page 733 of the Public Records of Walton County, Florida, and as amended in OR Book 315, Page 327 Walton County, Florida.

BEING the same property conveyed to Peter Nick Filipovic and Katherine Hazel Filipovic, husband and wife, by deed of record in Official Records Book 334, Page 46 of the Public Records of Walton County, Florida.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, KATHERINE (TEMPLE) FILIPOVIC, be and is hereby awarded her maiden name, namely KATHERINE TEMPLE.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause be and are hereby taxed against the plaintiff.

ENTERED this 25 day of March, 1988.

JAMES R. EVERETT, JR., JUDGE

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APPROVED FOR ENTRY:

JAMES C. VANCE,
Attorney for Plaintiff
237 Old Hickory Boulevard
Nashville, TN 37221
615/662-2889

IDENTIFICATION REFERENCE 17237

MAR 31 10 13 AM '88
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed, postage paid, to the defendant, Katherine (Temple) Filipovic, 512 Stacy Square Terrace, Nashville, TN 37221; this 25th day of March, 1988.

JAMES C. VANCE

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* 28th *day of* March, *19* 88, *in Case Number* 87D-3900 *between* Peter N. Filipovic *Plaintiff, and* Katherine (Temple) Filipovic *Defendant, as same remains of record in Book* 41A, *Page* 787 *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* 31st *day of* March *in the year one thousand nine hundred and* eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Patricia Ramsey *D.C.*