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DAV. CO. CHANCERY COURT

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 147-8 147-7 Par 27 204

RUTH RUCKER GILMORE )
)
Plaintiff, )
)
VS. ) NO. 86-2351-II
) Costs Pd
WILLIAM D. RUCKER, )
WENDALL VAN COOPER AND )
SAFECO INSURANCE COMPANY, )
)
Defendants. )

BOOK 7504 PAGE 486

ORDER FILED & ENTERED 11-19-87
MINUTE BOOK 145 PAGE 423

AGREED ORDER

In this cause, it appears to the satisfaction of the Court, as evidenced by the signatures of the attorneys for the respective parties thereto that the parties have reached an agreed settlement of all matters in controversy as follows:

This action is dismissed as to the defendants Wendall Van Cooper and Safeco Insurance Company.

The real property in controversy is known as 4409 Taylor Road, Nashville, Tennessee, and more particularly described as follows:

TRACT NO. I:

A certain tract or parcel of land in Davidson County, Tennessee, bound on the East by Elison running 50 feet North to Prichotta corner, 100 feet West to Clark's corner, 50 feet to Clark's corner, South 100 feet to Elison corner situated in the 5th Civil District of Davidson County, Tennessee, being the same property sold to Louise Clark by said N.C. Frost by Quitclaim Deed, dated November 3, 1906, and record in Book 341, Page 190, said Register's Office.

TRACT NO. II:

A certain tract or parcel of land in Davidson County, Tennessee, near the Nolensville Pike, in the Town of Providencem beginning at a stob in Steve Ellison's line and running in a southwesterly direction one hundred (100) feet to a stob; thence, in a southwesterly direction parallel with Steve Ellison's line sixty-two (62) feet to a stob near the edge of a small bluff; thence, in a southeasterly direction parallel with the beginning line one hundred (100) feet to a stob in Steve Ellison's line; thence, with said Steve Ellison's line, sixty-two (62) feet to the beginning. Being the same property conveyed by Warranty Deed from Joseph Taylor and wife, Elisa Kinnard Taylor, to Henry C. Maxwell and wife, Flora E. Maxwell, of record in Book 982, Page 250, noted in Book 45, Page 464, Register's Office for Davidson County, Tennessee.

Being the same property quitclaimed to James Robert Rucker, Jr. and Ruth Rucker Gilmore by deed from Maggie

Rucker Jackson of record in Book 5699, page 199, Register's Office for Davidson County, Tennessee.

The conveyance of said property in Book 6033, page 37, Register's Office for Davidson County, Tennessee from James R. Rucker, Jr. and Ruth Rucker Gilmore to Maggie Rucker Jackson is void as to the conveyance from Ruth Rucker Gilmore only. The interest of James Robert Rucker, Jr., only, was conveyed to Maggie Rucker Jackson.

The conveyance of said property in Book 6167, page 766, said Register's Office, from Maggie Rucker Jackson to William D. Rucker is valid only to the extent that Maggie Rucker Jackson conveyed a one-half interest in said property to William D. Rucker, he being a one-half owner of said property with Ruth Rucker Gilmore.

It is therefore agreed by and between the parties that in order to compromise and settle all matters of controversy between the plaintiff, Ruth Rucker Gilmore, and the defendant, William D. Rucker, that Ruth Rucker Gilmore will be vested with a sixty percent (60%) interest in said property with the remaining forty percent (40%) interest being vested in the defendant, William D. Rucker.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the title to said land is hereby vested in Ruth Rucker Gilmore as to a 60% interest and William D. Rucker as to a 40% interest.

Neither party shall be responsible to the other for the payment of rent collected in the past, nor for expenses of maintenance and upkeep, including the payment of taxes and insurance. However, from this day forth, each party shall entitled to and/or responsible for rent and said expenses as their interests may appear hereinabove.

The costs of this cause shall be assessed one-half to William D. Rucker and one-half to Ruth Rucker Gilmore. Each party shall be responsible for the payment of their own attorney fees. However, a lien is expressly retained herein upon each parties' interest for the payment of said attorney's fees.

All of which is accordingly so ORDERED, ADJUDGED and DECREED by the Court.

ENTER this _____ day of _____, 1987.

CHANCELLOR

APPROVED FOR ENTRY:

ROBERT F. SPANN
Attorney for Ruth Rucker Gilmore
707 Dominion Bank Building
Nashville, Tennessee 37201
615/242-2525

GEORGE H. THOMPSON, III
Attorney for William D. Rucker
112 Stahlman Building
Nashville, Tennessee 37201

I hereby certify that this is a true copy of original instrument filed in my office.
This 31 day of March 1988
CHRISTINA NORRIS Clerk & Master
By Fran Lowell
Deputy Clerk

RUSH

MAR 31 1 38 PM '88
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

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