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GEORGE L. ROOKER, CLERK
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IN THE PROBATE CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE

LESA TANNER JOHNSON
Plaintiff

vs

LIN EDWARD JOHNSON
Defendant

No. 87D-2415

BOOK 7529 PAGE 60

FINAL DECREE

This cause came on to be heard on the 18th day of March, 1988, this matter being filed more than ninety days prior to that date, alleging the grounds of irreconcilable differences, and upon the agreement of the parties by the execution of a Property Settlement Agreement which provides for the adequate and sufficient care, custody and maintenance of the parties' two minor children, the Plaintiff, herein presented her case on the statutory grounds of irreconcilable differences and upon the written Property Settlement Agreement executed by the parties freely and voluntarily, upon statement of Counsel and upon the entire record of this cause, from all of which the Court finds that the Complaintant and the Defendant have experienced such irreconcilable differences in their marriage as would render further cohabitation improper.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony subsisting between the Complaintant, Lesa Tanner Johnson, and the Defendant, Lin Edward Johnson, be absolutely and forever dissolved, and that the Complaintant be granted an absolute divorce and be vested with all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have entered into a Property Settlement Agreement, a copy of which is attached hereto and the Court affirmatively finds that the parties have made adequate and sufficient

provision by written agreement for the equitable settlement of all property rights between the parties and an adequate and sufficient provision for the care, custody and maintenance of the parties' two minor children. Said Agreement is in words and figures as follows, to wit:

PROPERTY SETTLEMENT
AND
CHILD SUPPORT AGREEMENT

THIS AGREEMENT entered into this 11th day of March, 1988, by and between Lesa Tanner Johnson ("Wife") and Lin Edward Johnson, ("Husband"), both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS, Wife has filed suit for divorce against Husband in the Probate Court for Davidson County, Tennessee, Docket No. 87D-2415; and,

WHEREAS, Wife and Husband are both desirous of entering into a Property Settlement and Child Support Agreement for making an adequate and equitable division of all property rights between them and for making adequate and equitable custody and maintenance provisions for the couple's two minor children;

NOW, THEREFORE, for and in consideration of the premises, their mutual promises herein contained, and other good and valuable consideration, receipt of which is expressly acknowledged, the parties hereto agree as follows:

1. CHILD SUPPORT AND CUSTODY

The Wife shall have sole custody of both minor children, Tiffany Marie (age 5 years) and Elaina Lynn (age 19 months), who shall both reside with Wife, subject to the following visitation provisions:

The Father, Lin Edward Johnson, shall have the right to visit and to take into his own home the children by first requesting permission at least 48 hours in advance. Such permission shall not be unreasonably withheld. Said visits can be at a location of the Father's choosing and shall not extend past 9:00 p.m. local time without the Mother's prior consent.

The Father shall also have the right to keep the children for one month during the summer, said month to be mutually agreed upon by the parties.

Until Elaina Lynn is 5 years old, she is not to be kept away from her Mother for more than two consecutive nights, the foregoing notwithstanding.

The Father shall pay to the Mother, for the support and maintenance of the two children, the sum of $400.00 per month. Said payments are to be paid on the first day of each month through the courts of Nashville, Davidson County, Tennessee.

2. DIVISION OF JOINTLY HELD PROPERTY AND DEBTS

a. REAL PROPERTY. Plaintiff/Wife shall take sole posession of the house and real property located at 2829 Colonial Circle, Davidson County, Donelson, Tennessee; and shall be vested in fee simple. Wife shall make all payments due on the first mortgage and shall continue to maintain the premises, and shall cause to have Husband's name removed from said mortgage.

Husband, Lin Edward Johnson, does hereby and herein convey unto Wife, Lesa Tanner Johnson, all rights in real property located in Davidson County, Tennessee, known as 2829 Colonial Circle, more accurately described as Lot No. 43 on the Plan of Colonial Village as of record in Book 1424, page 58, Register's Office for Davidson County, Tennessee.

b. PERSONAL PROPERTY. The parties hereto have divided any and all personal property prior to the execution of this agreement. Their signatures hereto are evidence that such division was fair and equitable.

c. DEBTS. Each party shall be responsible for their own debts, there being no joint debts except as hereintofore details. The car note with Ford Motor Credit Corporation is recognized as the wife's debt and wife hereby agrees to cause to have husband's name removed from same.

3. FEDERAL INCOME TAX PROVISIONS

It is expressly understood and agreed that Wife shall be entitled to claim both children as dependents for tax purposes.

4. MUTUAL RELEASE AND DISCHARGE OF GENERAL CLAIMS

The parties hereto acknowledge that this Agreement is intended to be a final settlement of all property rights existing between them, and is a full discharge from 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 party's property, including, without limitation, dower, curtsey, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to take as Administrator or Executor of the estate of the other. This Agreement applies to all property either of the parties may acquire in the

future. They further acknowledge that they have read this instrument in its entirety and have signed this instrument and that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or any reason not herein stated. The provisions of the Agreement and the legal effect are fully known by each of the parties, and each acknowledges that the Agreement is fair and equitable and that it is entered into voluntarily.

ACKNOWLEDGMENT

In witness to the foregoing Agreement we have set our hands this 11th day of March, 1988.

/S/ LESA TANNER JOHNSON
LESA TANNER JOHNSON

/S/ LIN EDWARD JOHNSON
LIN EDWARD JOHNSON

ACKNOWLEDGMENTS

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 Lin Edward Johnson with whom I am acquainted and acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at Nashville, Tennessee, this 11th day of March, 1988.

/S/ Anita K. Hughes
Notary Public

My Commission Expires: 11/10/91 (Seal)

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 Lesa Tanner Johnson with whom I am acquainted and acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal at Nashville, Tennessee, this 18th day of March, 1988.

/S/ Anita K. Hughes
Notary Public

My Commission Expires: 11/10/91 (Seal)

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement as executed by the Parties is in all respects approved and ratified in full.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED that unless specifically ordered by this Court that the provision for child support shall not be reduced or prorated, nor shall Wife's sole custody of the two minor children be altered.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED that all the Husband's, Lin Edward Johnson, rights, title and interest in the hereinafter described real property is divested out of Husband and vested in Wife, Lesa Tanner Johnson:

> Being land in Davidson County, Tennessee, being Lot No. 43 on the Plan of Colonial Village as of record in Book 1424, page 58, Register's Office for Davidson County.
>
> Being the same property conveyed to Lin E. Johnson and wife, Lesa C. Johnson, by deed from Ary Clifton Harris, Jr. and wife, Evelyn Bonita Harris, of record in Book 6801, page 633, said Register's Office.
>
> Being improved property known as 2829 Colonial Circle, Nashville, Tennessee 37214

The current addresses of the parties are as follows:

Lesa Tanner Johnson (wife)	2829 Colonial Circle Nashville, TN 37214
Lin Edward Johnson (husband)	540 Cedarmont Dr. Apt. A Antioch, TN 37013

The cost of this cause shall be paid by the Defendant/ Husband hereto and each party hereto shall pay his/her own attorney fees, for which execution may issue, if necessary.

ENTERED this 21 day of March, 1988.

JAMES R. EVERETT JR., JUDGE

APPROVED FOR ENTRY:

Ted A. Burkhalter
Attorney for Plaintiff
Tennessee Reg No. 5464
110 29th Avenue North
Nashville, TN 37203

CERTIFICATE OF SERVICE

A copy of the foregoing order was mailed by First Class Mail to Mr. Lin E. Johnson, 540 Cedarmont Drive, Apt. A, Antioch, Tennessee 37013 on the 21st day of March, 1988.

Ted A. Burkhalter

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

25473

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* 22nd *day of* March, *19* 88, *in Case Number* 87D-2415 *between* Lesa Tanner Johnson *Plaintiff, and* Lin Edward Johnson *Defendant, as same remains of record in Book* 41A, *Page* 553 *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* 27th *day of* April *in the year one thousand nine hundred and* eighty-eight *and in the* two-hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Hartman *D.C.*

Form #GR-117