185B/1140

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
At Nashville

1990 MAR 28 PM 2:32

GEORGE L. ROBERTS, CLERK

B. Gilbreath D.C.

WALLACE D. HILL,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No: 85D-2405
	)	
MAVIS R. HILL,	)	
	)	
Defendant.	)	

145-2
47

AGREED ORDER

This cause came on to be heard on September 23, 1986, before the Honorable Muriel Robinson, Judge, for absolute divorce; upon the Property Settlement Agreement, which provided for division of the parties' respective rights and interests in all joint and individual property, and for payment of the parties' joint and individual debts; that this Court ordered, adjudged and decreed that the Property Settlement Agreement attached hereto as Exhibit A was approved; that the parties now desire to change the terms of paragraph 3 of the Property Settlement Agreement.

It is therefore ORDERED, ADJUDGED AND DECREED that paragraph 3 of the Property Settlement Agreement heretofore executed by the parties is changed as follows:

3. Mrs. Hill shall pay to Dr. Hill a lump sum of Forty Thousand ($40,000.00) Dollars for the sum total of his rights, title and interest in and to the house and lot situated at 4630 Mountain View Drive, Nashville, Davidson County, Tennessee. Mrs. Hill shall have the exclusive right to occupy the house and she shall have exclusive right to all proceeds from the future sale of the house and lot. The parties agree that until Mrs. Hill's retirement from her employment at Vanderbilt University, or upon Mrs. Hill's attaining age 65, or sooner upon the election of Mrs. Hill to sell the residence, whichever should first occur, Dr. Hill is to be responsible for paying one-half (1/2) of the cost of reasonable and necessary repairs to the residence and to pay alimony *in futuro* relating to the residence provided in paragraph 4 of this agreement. The parties agree to have all such repairs,

including the immediate repair of the stone retaining wall, performed in a timely fashion and each of them shall make arrangements to pay one-half (1/2) the costs of said repairs to the contractor, person or entity performing the repairs as the bills become due. Until such time as the Mountain View Drive residence is sold, Mrs. Hill shall be responsible for making the monthly first mortgage payments, paying the property taxes, and maintaining homeowner's insurance on the residence. Upon the sale of the residence, all proceeds shall belong to Mrs. Hill and nothing shall go to Dr. Hill.

It is further ORDERED, ADJUDGED AND DECREED that the remaining terms and conditions of the Property Settlement Agreement and this Court's Final Decree have full force and effect and shall be complied with by the respective parties.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause, including Mrs. Hill's attorney's fee, shall be, and are hereby, taxed against Wallace D. Hill.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

Entered this 28th day of March, 1990.

JUDGE MURIEL ROBINSON

Approved for Entry:

BY: _____
WALLACE D. HILL,
Plaintiff

LOWELL & HAGGARD

BY: _____
MICHAEL R. HAGGARD (#5646)
401 Church Street
27th Floor
Landmark Center
Nashville, TN 37219
(615) 255-0540
Attorney for Defendant,
Mavis R. Hill

15854

IDENTIF. TREFERENCE

Apr 3 4 18 PM '90

FELIX [illegible]
DAVIDSON COUNTY TN.

BOOK 8079 PAGE 865

RUSH

[illegible] 04/03 0101 030-ECK 9.00

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* 28th. *day of* March, *19* 90, *in Case Number* 85D-2405 *between* Wallace D. Hill *Plaintiff, and* Mavis R. Hill *Defendant, as same remains of record in Book* 185B, *Page* 1140 *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* 3rd. *day of* April *in the year one thousand nine hundred and* Ninety *and in the* 214th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117