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SEP 26 1990

GEORGE D. ROOKER, Clerk

By _____ Deputy

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LAURA L. FLIPPEN,
Plaintiff,
vs.
JAMES H. FLIPPEN,
Defendant.

DOCKET NO. 90D1385

NOV 30 1 05 PM '90
DAVIDSON COUNTY TN.

IDENTIF. REFERENCE

75985

FINAL DECREE

THIS CAUSE came on to be heard on the 26th day of September, 1990, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for an Absolute Divorce on the grounds of Irreconcilable Differences, filed on May 18, 1990, the Marriage Dissolution Agreement executed by and between the parties on September 20, 1990 and September 24, 1990, respectively; the testimony of the Wife and the statement of her counsel of record, from all of which the Court is of the opinion that the Wife has sustained her burden of proof for an Absolute Divorce based upon the statutory ground of Irreconcilable Differences. The Court also finds that the current home addresses of the parties are as follows:

Laura L. Flippen
Valley Ridge Apartments, R, 24
6501 Harding Road
Nashville, Tennessee 37205

James H. Flippen
c/o Reproscan
806 Fourth Avenue South
Nashville, Tennessee 37210-2024

It is therefore **ORDERED, ADJUDGED AND DECREED** that the PLAINTIFF, LAURA L. FLIPPEN, shall be granted an Absolute Divorce from the DEFENDANT, JAMES H. FLIPPEN, on the ground of Irreconcilable Differences, and the parties shall be restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED AND DECREED** that the terms of the Marriage Dissolution Agreement executed before

a Notary Public by PLAINTIFF/WIFE and by DEFENDANT/HUSBAND on September 20, 1990 and September 24, 1990; respectively, as set forth in its entirety, shall be incorporated herein and made a part of this Final Decree.

The Court further finds that the notarized Marriage Dissolution Agreement entered into by the parties on September 20, 1990 and September 24, 1990 makes adequate and sufficient provisions for Rehabilitative Alimony; the equitable settlement and division of all property rights by and between the parties; and therefore, it is:

ORDERED, ADJUDGED AND DECREED, that the following Marriage Dissolution Agreement shall be incorporated and made a part of the Final Decree of this Court, to wit:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **LAURA L. FLIPPEN** (hereinafter referred to as **WIFE**) and **JAMES H. FLIPPEN**, (hereinafter referred to as **HUSBAND**).

W I T N E S S E T H:

NOW, THEREFORE, the parties to this Marital Dissolution Agreement mutually agree as follows, to wit:

I.

DIVORCE

The **WIFE** and **HUSBAND** agree that the **WIFE** shall proceed to obtain an Absolute Divorce from **HUSBAND** based on the ground of Irreconcilable Differences on the Complaint for Divorce filed in the Probate Court for Davidson County, Tennessee, under Docket No. 90D-1305.

II.

REAL ESTATE

(1) The parties are the record owners, either jointly or individually, in the following real estate acquired during the marriage:

(A) Unit 2, 124 Acklen Park Drive
Nashville, Tennessee 37203;
(B) Unit 3, 126 Acklen Park Drive,
Nashville, Tennessee 37203.
(C) 1604 Otter Creek Road
Nashville, Tennessee 37215

(2) The **WIFE** and **HUSBAND** agree that **WIFE** shall divest herself of and transfer to **HUSBAND** by Quit Claim Deed all of her right, title and interest in and to the following real estate parcels upon the execution of this Agreement:

(A) Unit 2, 124 Acklen Park Drive,
Nashville, Tennessee 37203;
(B) Unit 3, 126 Acklen Park Drive,
Nashville, Tennessee 37203.

The **WIFE** and **HUSBAND** further agree that **HUSBAND** shall immediately sell each parcel and any and all equity derived from the sale of the aforementioned real property by **HUSBAND** shall become the sole and exclusive property of the **WIFE.** These transfers are of appreciated property between the spouses in connection with a divorce and is not a sale or exchange or other disposition of property but is a division of property by the owners.

(3) The **WIFE** and **HUSBAND** further agree that the homeplace located at 1604 Otter Creek Road, Nashville, Tennessee 37215 shall be sold immediately, and that any and all equity derived from the sale of said homeplace shall become the sole and exclusive property of the **WIFE.** The **WIFE** and **HUSBAND** further agree that any mortgage deficiency shall be paid by **HUSBAND** and **HUSBAND** shall indemnify and hold **WIFE** harmless from any deficiency.

III.

PERSONAL PROPERTY

(A) The **WIFE** and **HUSBAND** agree that all right, title and interest held by the parties in the 1987 Buick Skyhawk automobile, VIN Number 1G4JS51K7HK430549 shall be titled and transferred in the name of the **WIFE**. The **HUSBAND** agrees to continue the monthly payments of $341.00 per month and indemnify and hold **WIFE** harmless for any potential claim against **WIFE** for any indebtedness for said vehicle.

(B) The **WIFE** and **HUSBAND** further agree that all right, title and interest held by the parties in the 1956 Metropolitan vehicle shall be titled and transferred in the name of the **WIFE**. The **WIFE** agrees to indemnify and hold **HUSBAND** harmless for any potential claim against **HUSBAND** for any indebtedness for said vehicle.

(C) The **WIFE** and **HUSBAND** further agree that all right, title and interest held by the parties in the leased vehicle presently in the possession of **HUSBAND** shall be transferred to **HUSBAND**. The **HUSBAND** agrees to indemnify and hold **WIFE** harmless for any potential claim against **WIFE** for any lease indebtedness for said vehicle.

(D) The **WIFE** and **HUSBAND** further agree that all right, title and interest held by the parties in the following personal property shall be transferred to the **WIFE**, to wit:

(1) 2 Love Seats
(2) 1 Coffee Table
(3) 3 End Tables
(4) 3 Lamps
(5) 1 Rocking Chair
(6) 1 Book Case
(7) 1 Mirror
(8) 3 Large Pictures & Books
(9) 1 Table, 6 Chairs
(10) 1 China Hutch
(11) 3 Pictures
(12) 1 Seat
(13) 1 Small Desk
(14) 2 Pictures
(15) 1 Bed
(16) 3 Lamps
(17) 1 Couch
(18) 1 Chair
(19) Books
(20) Stereo
(21) TV/VCR

(22) 1 Rocking Chair
(23) Table & 4 Chairs
(24) Chopping Block
(25) 1 Desk
(26) 1 Computer/Computer Desk
(27) 2 File Cabinets
(28) 1 Bookcase
(29) 1 Dresser
(30) Houseware/Dishes

(E) The **WIFE** and **HUSBAND** further agree that all right, title and interest held by the parties in the following personal property shall be transferred to the **HUSBAND**, to wit:

(1) Clothing
(2) Watch
(3) Brief cases
(4) Pipes
(5) Computer (ACR 386)
(6) Monitor X
(7) Scanner
(8) Laser Printer
(9) Golf Clubs
(10) Chest
(11) Coffee Table

(F) The **WIFE** and **HUSBAND** further agree that **HUSBAND** hereby relinquishes all right, title and interest that he may have in personal property not specifically referred to herein and to whatever kind or nature and wherever situated currently in the possession or titled in the name of the **WIFE**, including, but not limited to, stocks; bonds; funds on deposits; checking accounts; savings accounts; credit union accounts; retirements plans and insurance plans, except as otherwise specified below.

(G) The **WIFE** and **HUSBAND** further agree that **WIFE** hereby relinquishes all right, title and interest that she may have in personal property not specifically referred to herein and to whatever kind or nature and wherever situated currently in the possession or titled in the name of the **HUSBAND**, including, but not limited to, stocks; bonds; funds on deposits; checking accounts; savings accounts; credit union accounts; retirement plans and insurance plans, except as otherwise specified below.

(H) The **WIFE** and **HUSBAND** agree that each shall be responsible for any outstanding indebtedness on any items of personal property presently in their possession and each will

hold the other harmless from any outstanding indebtedness on any personal property in the possession of the other, except as otherwise specified below.

IV.

DEBTS

(A) The **WIFE** and **HUSBAND** agree that **HUSBAND** shall be responsible for payment of the following debts, and indemnify and hold **WIFE** harmless from any outstanding indebtedness or payments thereof:

	NAME	AMOUNT
1)	Volunteer State Bank	$450,000.00
2)	M.P. Tullous	12,000.00
3)	Commercial Leasing	5,530.12
4)	First Family Financial	Undetermined
5)	Kennesaw Leasing	25,000.00
6)	Leader Federal	73,400.00
7)	Associated Finance	76,390.00
8)	Metropolitan Federal	105,071.80
9)	Autow Truck	21,000.00
10)	Third National Bank	20,030.12
11)	Third National Bank	37,500.00
12)	Relco	12,000.00
13)	NBC Bankcard	2,915.00
14)	CitiBank Master Card	2,250.00
15)	ALTUS SPNGLD	5,114.00
16)	First Card	2,600.00
17)	CitiBank VISA	2,250.00
18)	GMAC	1,706.00
19)	American Express	817.00
20)	Sovran Bank Master Card	2,030.00
21)	GMAC-Jeep	3,600.00
22)	SouthTrust Bank of Middle	

	Tennessee	20,166.13
23)	Clark Hardware	Undetermined
24)	Suds City Coin Laundry	Undetermined
25)	Lighting, Inc.	Undetermined
26)	Thunder, Inc.	Undetermined
27)	Reeds and Rusher Florist	Undetermined
28)	First American-Personal Loan	5,100.00

(B) The **WIFE** and **HUSBAND** further agree that **WIFE** shall be responsible for payment of the following debts, and indemnify and hold **HUSBAND** harmless from any outstanding indebtedness or payment thereof:

	NAME	AMOUNT
1)	First Card, VISA Gold	0.00
2)	Republic Natnl. Bank VISA	0.00
3)	J.C. Penney	0.00
4)	Cokesbury	0.00
5)	Discover	0.00
6)	Sears	1,305.86
7)	Amoco	150.00
8)	Castner Knott	0.00
9)	VISA, Colonial Nat'l Bank	0.00

C. Each party further agrees that they will be individually responsible for any debts incurred by them subsequent to the date of separation, to wit: April 20, 1990.

D. The assumption of the above stated indebtedness and all other indebtedness outlined in this Marital Dissolution Agreement by **HUSBAND** shall be considered a duty directly related to the support and maintenance of the **WIFE** and shall not be considered dischargeable in any bankruptcy proceeding by **HUSBAND** against the **WIFE** so as to allow a third party creditor to claim against the **WIFE**. The parties specifically acknowledge that the above stated indebtedness was taken into consideration when negotiating the

support and maintenance in relation to the above stated indebtedness and their current income levels. With respect to **HUSBAND'S** responsibility for the payment of the above stated indebtedness and liabilities and his obligation to hold the other harmless from payment thereof, the parties understand and agree that **HUSBAND'S** obligation is in the nature of the payment of support and maintenance for **WIFE** and is a nondischargeable debt under Chapter 11 U.S.C. Section 523(5) of the Bankruptcy Code, this obligation being part of the final Court settlement of both parties regarding support and maintenance and is not a part of the division of the personal property of the marital estate.

V.

REHABILITATIVE ALIMONY

The **WIFE** and **HUSBAND** agree that **WIFE** is in need of rehabilitative alimony, and **HUSBAND** shall pay to **WIFE** as rehabilitative alimony fifty thousand ($50,000.00) dollars, payable in monthly installments of $500.00 each, beginning October 15, 1990 and continuing thereafter on the 15th of each month until paid in full. The **HUSBAND** acknowledges that he has the ability to pay said monthly payment until paid in full.

The **HUSBAND** and **WIFE** agree that rehabilitative alimony awarded herein shall terminate automatically upon the wife remarrying or the death of **WIFE**. The **HUSBAND** further agrees that his obligation is in the nature of the payment of support and maintenance for **WIFE** herein is a nondischargeable debt under 11 U.S.C. Section 523(5) of the Bankruptcy Code, this obligation being part of the final court settlement of both parties regarding support and maintenance and is not a part of the division of the personal property of the marital estate. The **HUSBAND** and **WIFE** agree that both parties will elect to designate all of otherwise qualifying rehabilitative alimony payments herein as nondeductible by the payor and nonincludible by the

recipient in accordance with Internal Revenue Code, Section 71(b)(1)(B).

VI.

COURT COSTS

The WIFE and HUSBAND agree that the HUSBAND shall bear the full responsibility for the court costs of this cause.

VII.

(A) MAJOR MEDICAL AND HOSPITALIZATION INSURANCE

The WIFE and HUSBAND agree that the HUSBAND shall maintain and keep in full force and effect for the benefit of the WIFE a major medical and hospitalization insurance policy through Principal Mutual, Account No. N4042-1-371, and that policy and/or policies shall remain in effect for a period of five (5) years from the execution of this Agreement.

(B) LIFE INSURANCE

The WIFE and HUSBAND agree that the HUSBAND shall maintain and keep in full force and effect a life insurance policy, in amount of no less than One Hundred Thousand ($100,000.00) Dollars said policy number being EO41792 with the Equitable of Iowa naming Laura Flippen as absolute and irrevocable beneficiary. It is expressly understood between the parties that the irrevocable beneficiary of the said life insurance policy insuring the life of HUSBAND shall be the WIFE.

VIII.

ATTORNEYS FEES

The WIFE and HUSBAND agree that HUSBAND shall reimburse WIFE One Thousand ($1,000.00) for her own attorney's fees in this cause.

IX.

FINAL SETTLEMENT

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

X.

BINDING ON ESTATES

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

XI.

VOLUNTARY AGREEMENTS

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 stated herein. The 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 and with the advice of counsel of the respective parties.

XII.

FUTURE COOPERATION

It is understood and agreed between the parties, that part of the consideration for the execution of this agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

XIII.

INCOME TAXES

It is understood and agreed between the parties, that HUSBAND and WIFE shall file separate tax returns for 1989 and 1990.

XIV.

SEVERABILITY

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

XV.

ENTIRE UNDERSTANDING

This agreement contains the entire understanding of the parties as it relates to the distribution of marital and nonmarital property and for support and maintenance of the respective parties. There are no representations, warranties or promises other than those expressly set forth herein.

IN WITNESS WHEREOF the parties, having read this instrument and familiarized themselves thoroughly with the contents thereof, have signed and executed the instrument on the dates below written.

/s/ LAURA L. FLIPPEN
LAURA L. FLIPPEN
(WIFE)

STATE OF TENNESSEE)
)ss
COUNTY OF DAVIDSON)

Sworn to and subscribed before me on this the 24th day of September, 1990.

/s/ PAUL TOBY HOUSCH
NOTARY PUBLIC

My Commission Expires: 13 July, 1991

/s/ JAMES H. FLIPPEN
JAMES H. FLIPPEN
(HUSBAND)

STATE OF TENNESSEE)
)ss
COUNTY OF DAVIDSON)

Sworn to and subscribed before me on this the 20th day of September, 1990.

/s/ RICKE S. ODIL
NOTARY PUBLIC

My Commission Expires: July 245, 1990

It is further **ORDERED, ADJUDGED AND DECREED** that the cost of this cause shall be taxed against the DEFENDANT for which execution may issue.

ENTERED this the 24 day of September, 1990.

JAMES R. EVERETT, JR.
JUDGE OF THE PROBATE COURT

APPROVED FOR ENTRY:

RAY & HOUSCH

1472 11/30 0101 03CHECK 39.00

BY: Paul Toby Housch
Paul T. Housch
TN S.Ct. Reg. No. 11538

211 Third Avenue North
P.O. Box 2643
Nashville, Tennessee 37219
615 / 256-2111

Attorney for Plaintiff/Wife

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a true and exact copy of the foregoing, has been forwarded, postage prepaid, to the Defendant James H. Flippen, 806 Fourth Avenue South, Nashville, Tennessee 37210-2024, on this the 26th day of September, 1990.

Paul Toby Housch
PAUL TOBY HOUSCH, ESQ.

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* ~~Twenty-Sixth~~ *day of* September, *19* 90, *in Case Number* 90D-1305 *between* Laura L. Flippen *Plaintiff, and* James H. Flippen *Defendant, as same remains of record in Book* 57A, *Page* 14 *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* 1st *day of* November *in the year one thousand nine hundred and* Ninety *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By U. Kaare, *D.C.*

Form #GR-117