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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LOUISE STITES DURHAM,

Plaintiff,

v.

TIMOTHY ENOCH DURHAM,

Defendant.

No. 87D-655

BOOK 9931 PG 216

FINAL DECREE

This cause came on to be heard on the 29th day of June, 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the sworn complaint heretofore filed by the plaintiff on February 27, 1987, upon the sworn testimony of the plaintiff, upon the property settlement agreement dated, February 23, 1987, and executed by the plaintiff and the defendant, upon statement of counsel, and upon the entire record, from all of which the Court finds that it has jurisdiction in this matter and that the plaintiff has sustained her grounds for an absolute divorce based on irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that the plaintiff, Louise Stites Durham, is hereby awarded an absolute divorce based on the statutory grounds of irreconcilable differences, and is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for custody of the children, and for the equitable settlement of any property rights as between them. Said agreement which is included herein by use of a true and correct copy of the executed property settlement agreement which was filed with the complaint in this cause is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LOUISE STITES DURHAM,
Plaintiff,
v.
TIMOTHY ENOCH DURHAM,
Defendant.

No. 87D-655

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into on this 23rd day of February, 1987, by and between Louise Stites Durham (hereinafter referred to as "Wife") and Timothy Enoch Durham (hereinafter referred to as "Husband").

W I T N E S S E T H:

WHEREAS, the parties hereto are Husband and Wife, having married on November 29, 1972, in Franklin, Williamson County, Tennessee;

WHEREAS, the parties having encountered marital difficulties which are irreconcilable and Wife has brought an action against Husband for divorce in the Circuit Court for Davidson County, Tennessee, No. 87D-655;

WHEREAS, it is the desire of the parties to enter into an agreement under which their respective financial and property rights and all of their respective rights, remedies, privileges, and obligations to each other arising out of a marriage relation, or otherwise, shall be fully prescribed and bounded thereby;

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all of the terms, conditions, provisions, and obligations incumbent upon each of them by virtue of this agreement, to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, and reasonable to his or her respective individual best interests; and

WHEREAS, it is understood by the parties that the terms of such agreement are to be incorporated into the final decree, and that said agreement is to be a complete and full settlement of their respective rights so that any terms may be enforceable by contempt proceedings if necessary. This agreement is not intended, nor shall it be construed, to

be an agreement for divorce. Both parties shall have the right to appear in court and contest such action. It is agreed between the parties that this agreement may be submitted to the court for approval and be made part of the final decree of divorce. Each party hereby waives any right to apply to any court for modification of this agreement prior to the final decree of divorce.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

ARTICLE I

REAL PROPERTY

Both parties agree to close on February 24, 1987, as tenants by the entirety, on a residence consisting of a house and lot located at 5526 Thalman Drive, Brentwood, Tennessee the legal description of which is attached as Exhibit A.

As a part of the division of the parties' marital property, and not for support, Husband conveys to Wife by execution of a quitclaim deed his entire interest, both legal and equitable, in the property described above. Wife agrees to be solely responsible for payment of the upkeep and mortgage of said property, and for any future encumbrances on this property. Wife hereby agrees to indemnify Husband and hold him harmless with respect to any debt or obligation relating to said property. Should Wife ever sell this residence ~~to a non-family member~~ LSD, Wife agrees to pay to Husband the sum of $5,000.00 at that time.

In return for Husband closing on the above described property and quitclaiming any interest to Wife, in addition to the payment of $5,000.00 to Husband should Wife ever sell to ~~a non-family member~~ LSD, Wife agrees to waive any claim she has to Husband's retirement fund benefits and Pebsco Deferred Compensation fund.

ARTICLE II

PERSONALTY

Each of the parties shall retain as their sole and separate property any and all personal property currently in his or her sole and exclusive possession. The parties hereby acknowledge and confirm that

neither party is making a claim to ownership of any property currently in the sole and exclusive possession of the other. It is agreed that Wife shall receive title to the parties' jointly owned automobile, and that Husband will execute any and all documents required to vest title solely in Wife. The parties' jointly owned automobile is a 1987 Nissan Maxima. Wife will be solely responsible for the indebtedness on said automobile.

ARTICLE III

SEPARATE OWNERSHIP

Each party shall own, free of any claim or right of the other, all of the items of property, real, personal, and mixed, of any kind, nature or description, and wheresoever situated, which are now owned by him or which are now in his or her name or to which he or she is or may be beneficially entitled and may be disposed of the same as fully and effectually in all respects and for all purposes as if he or she were unmarried.

ARTICLE IV

CUSTODY AND VISITATION

Wife will have sole custody of the parties' minor children, Joshua David Durham and Susan Elizabeth Durham.

Husband will have visitation with the minor children every other weekend.

The parties will alternate visitation with the minor children on the following holidays: Easter, Fourth of July, Labor Day, Thanksgiving, and Christmas.

ARTICLE V

CHILD SUPPORT

Husband will pay to Wife as child support the sum of $250.00 per month per child. Husband will continue to pay such child support payments for each child until such child reaches the age of 18 years or graduates from high school with his or her regular senior class, whichever occurs later. Unless specifically ordered by the Court, child support shall not be prorated or reduced. Wife's address as indicated above is 5526 Thalman Drive, Brentwood, Davidson County, Tennessee.

In addition, Husband will maintain major medical and hospitalization and dental insurance on the children. Any medical or dental bills not

covered by such insurance shall be split equally by the parties. Husband agrees to maintain such coverage for each child until that child reaches the age of 22 years, provided that said children after the age of 18 years continue to qualify as dependents of Husband's medical and hospitalization insurance.

ARTICLE VI

LIFE INSURANCE

To secure payments of child support to Wife, Husband will maintain such policies of insurance on his life as they now exist.

Wife shall maintain such policies of insurance on her life as they now exist, for the benefit of the minor children.

ARTICLE VII

BANKING ACCOUNTS

Each party will retain all funds in any banking account which is held in his or her name, and each party agrees to make no claim against any account in the other's name.

ARTICLE VIII

DEBTS AND LIABILITIES

Each party agrees to hold the other harmless from any future individual debt. Husband agrees to hold Wife harmless from any debt or obligation existing at the time of the execution of this agreement on the MasterCard at First American National Bank; and Wife agrees to hold Husband harmless from any debt or obligation existing at the time of the execution of this agreement on the student loan at First American National Bank.

ARTICLE IX

ENFORCEMENT OF TERMS OF AGREEMENT

If either party must institute legal proceedings to enforce any provision of this agreement, he will be entitled, in addition to the relief granted by the Court, to a judgment for reasonable expenses, including attorney's fees, which he incurs in prosecuting the action.

ARTICLE X

ATTORNEY'S FEES AND COSTS

Husband and Wife will be responsible for his or her own attorney's fees. Court costs will be shared equally by the parties.

ARTICLE XI

ENTIRE UNDERSTANDING

This agreement contains the entire understanding of the parties who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties set their signatures below.

Louise Stites Durham
LOUISE STITES DURHAM

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 23rd day of Feb., 1987.

Commission expires 7/18/87 Notary Public Linda H. Ford

Timothy Enoch Durham
TIMOTHY ENOCH DURHAM

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 23rd day of Feb., 1987.

Commission expires 11/12/90 Notary Public Patricia A. Hunter

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on February 25, 19 87. The grantor is Timothy E. Durham and wife, Louise S. Durham ("Borrower"). The trustee is Leader Enterprises, Inc. ("Trustee"). The beneficiary is Leader Federal Mortgage, Inc., which is organized and existing under the laws of the State of Tennessee, and whose address is P.O. Box 275, Memphis, TN 38101-0275 ("Lender"). Borrower owes Lender the principal sum of EIGHTY TWO THOUSAND NINE HUNDRED FIFTY AND 00/100---- Dollars (U.S. $ ****82,950.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2002. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Davidson County, Tennessee:

LAND in Davidson County, Tennessee, being Lot No. 61B, Zone Lot Division of Lot 61, Brentwood Meadows, Phase 3, of record in Book 6900, Page 218, Register's Office for said County, to which reference is hereby made for a more complete and accurate legal description.

BEING the same property conveyed to the Grantors by deed of even date which is being recorded simultaneously herewith.

which has the address of 5526 Thalman Drive [Street], Brentwood [City], Tennessee 37027 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the property settlement agreement entered into on February 23, 1987, which is set out herein is hereby approved by the Court.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the costs of this cause shall be taxed to the plaintiff as provided in the agreement, for which execution may issue if necessary.

ENTERED this 29th day of June, 1987.

MURIEL ROBINSON, Judge
Fourth Circuit Court for
Davidson County, Tennessee

APPROVED FOR ENTRY:

WOODS & WOODS
A Professional Law Association

By: Michele D. Collins
Michele D. Collins
Attorney for Plaintiff
121 Seventeenth Avenue South
Nashville, Tennessee 37203
615/259-4366

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, first-class postage prepaid to Mr. Timothy E. Durham, 128 Club Parkway, Nashville, Tennessee 37221, this 29th day of June, 1987.

Michele D. Collins

The husband's present address is 126 Club Parkway, Nashville, TN 37221 and the wife's present address is 5526 Thalman Drive, Brentwood, TN 37027.

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STATE OF TENNESSEE

I, **RICHARD R. 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 29 day of JUNE , 19 87 , in the Case Number 87D655 between DURHAM, LOUISE S Plaintiff, and DURHAM, TIMOTHY ENOCH Defendant,

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as same remains of record in Book 1628 , Page 01142 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 30 day of JANUARY in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

PICK-UP
96 JAN 30 AM 10:31
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. ↑ REFERENCE
0145295

RICHARD R. ROOKER, Clerk

By M.J. Berkley
Deputy Clerk

SEAL

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED