IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE
PROBATE DIVISION

FILED
04 SEP -1 PM 3
RICHARD R. ROOKER, I

IN THE MATTER OF:
THE ESTATE OF PEGGY J. DILLON,
Deceased,
MICHAEL A. JONES,
Executor.

NO.: 03P-1981

AGREED ORDER

The attorney for the above-named Executor, Andrew B. Gibson, Jr., along with the attorney for the surviving spouse of the above-named decedent, Tom B. Harris, Jr., execute this Agreed Order to confirm their agreement as to the issues outlined herein on behalf of their respective clients. It is therefore,

ORDERED, ADJUDGED AND DECREED, that Irvin Frank Dillon, the surviving spouse of Peggy J. Dillon, has agreed with Michael A. Jones, the executor and residuary beneficiary of the Estate of Peggy J. Dillon, as to their respective interests in the Estate of Peggy J. Dillon, all of which is outlined in the attached Settlement Agreement, being attached hereto as Exhibit "A", whereby all the terms and conditions of the Settlement Agreement are made a part of this Agreed Order and incorporated herein by reference.

Executed this 1st day of ~~August~~ Sept., 2004.

SEVENTH CIRCUIT JUDGE

Davidson County ORDER
Recvd: 09/24/04 15:45 17pgs
Fees:87.00 Taxes:0.00
20040924-0115777

APPROVED FOR ENTRY:

GIBSON, GREGORY & GWYN, PLLC

By: _____

ANDREW B. GIBSON, JR. (#6788)
201 Fourth Avenue, North
Suite 1900
Nashville, TN 37219
(615) 242.7700
Attorney for Executor and Residuary Beneficiary,
Michael A. Jones

_____ 8/19/04

TOM B. HARRIS, JR. (#3668)
108 Frey Street
Post Office Box Number 37
Ashland City, TN 37015-0037
(615) 792.7168
Attorney for Surviving Spouse and Beneficiary
under the Estate of Peggy J. Dillon, Irvin Frank Dillon

E:\Docs\Dillon.Peggy\Agreed Order.081804

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 SEVENTH Circuit Court for Davidson County, Tennessee, on the 01 day of SEPTEMBER , 2004 , in the Case Number 03P1981 between JONES, MICHAEL A Petitioner, and DILLON, PEGGY J Respondent, as same remains of record in Vol. 5687 , Page 1626126 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 23 day of SEPTEMBER in the year two thousand four and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

0000568701624883
03P1981

FILED
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RICHARD R. ROOKER, CLE

IN THE SEVENTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE
PROBATE DIVISION

IN THE MATTER OF:	)	
	)	
THE ESTATE OF PEGGY J. DILLON,	)	
	)	
Deceased.	)	**No.: 03P-1981**
	)	
MICHAEL A. JONES	)	
	)	
Petitioner.	)	

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into by and between Michael A. Jones (hereinafter "Jones") and Irvin Frank Dillon (hereinafter "Dillon").

W I T N E S S E T H:

WHEREAS, Dillon was the husband and Jones was the son of Peggy J. Dillon who died on December 8, 2003;

WHEREAS, Peggy J. Dillon executed a Last Will and Testament on the 10th day of November, 2003, a copy of which is attached hereto as Exhibit "A" (hereinafter "Will");

WHEREAS, Will provided for the distribution of assets owned by Peggy J. Dillon as outlined therein;

WHEREAS, Jones notified Dillon of the date that he was entering the Will into Probate at the Probate Clerk's Office of Nashville, Davidson County, Tennessee;

WHEREAS, Dillon notified Jones of his decision to dissent from the Will;

WHEREAS, Jones and Dillon reached an agreement as to the ownership of assets of Peggy J. Dillon which was satisfactory to both parties whereby Will could be

entered into Probate and Dillon has agreed not to dissent from the Will in consideration of the agreement reached by the parties as evidenced by the terms of this Agreement;

WHEREAS, pursuant to the terms then agreed upon by the parties, the Will was entered into Probate on December 19, 2003 and Jones was named Executor of the Estate of Peggy J. Dillon;

WHEREAS, the parties now enter into this Agreement, stating the terms upon which they have agreed, all of which are outlined below.

NOW THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Jones agrees to allow Dillon to remain in the property owned by Peggy J. Dillon located at 552 Augusta Drive, Hermitage, Tennessee 37076 (hereinafter "Property") which legal description follows as Exhibit "A-1", pursuant to the terms and conditions outlined herein. Jones grants Dillon a conditional life estate whereby Dillon shall have the right to live and maintain possession of Property, as long as he lives and further provided Dillon lives in Property alone. In the event Dillon voluntarily or involuntarily moves from Property, then the conditional life estate shall terminate and Jones shall be free to use and/or dispose of Property as he chooses, in that he shall be the sole, fee simple owner of Property free from the provisions of the conditional life estate described herein. Notwithstanding, in the event Dillon moves from Property because of medical reasons, then in such event, the conditional life estate will not terminate until six (6) months from the date that Dillon vacates Property because of medical reasons, at which time Jones shall meet with Dillon's treating physician, and if

Dillon's treating physician provides verification, in writing, that Dillon will not be able to return to Property, or if Dillon does not desire to return to Property for any reason, then in such event the conditional life estate shall terminate as if Dillon had voluntarily vacated Property as described above. However, in the event Dillon's treating physician verifies, in writing, that Dillon will physically be able to return to Property and Dillon desires to return to Property, then in such event the conditional life estate shall continue unless Dillon fails to return to Property within one (1) year from the date he initially vacated the Property. Thus, if Dillon's treating physician provides written notice that Dillon will physically be able to return to Property, but he fails to return to Property within one (1) year from the date that Dillon vacates Property for medical reasons, and in the event he has not returned to live permanently in Property one (1) year from the date of vacating same, then in such event the conditional life estate shall terminate and Jones shall be entitled to use and/or dispose of the Property as if Dillon had vacated the Property voluntarily. Dillon shall provide written notice to Jones of the date he vacates Property, whether he vacates same because of medical reasons, or he has voluntarily decided to vacate Property. In the event Dillon vacates Property because of medical reasons he shall provide within said written notice to Jones the name, address and telephone number of Dillon's treating physician. Jones acknowledges that he will not enter into any agreement to sell or rent Property as long as the conditional life estate outlined above is in place, and further agrees that any violation of this covenant not to sell or lease property, while the conditional life estate is in place, will allow Dillon to seek immediate relief from the Probate Court of Nashville-Davidson County, Tennessee, including injunctive relief if deems same necessary. In addition, in the event Jones or

Dillon should breach this covenant, then Jones and/or Dillon shall be entitled to those remedies outlined in paragraph 13, including but not limited to, the right to recover any damages incurred as a result of the breach of the covenant plus reasonable attorney fees and costs. Notwithstanding, upon the death of Dillon, if the conditional life estate has not already terminated pursuant to the terms herein contained, then the conditional life estate shall terminate.

2. Jones will secure insurance on the Property which insurance shall list Jones as the insured, and which insurance shall provide coverage for both damage to the improvements located on Property, as well as liability insurance. Jones agrees, upon request, to assist Dillon in securing renter's insurance on the contents within the improvements which shall list Dillon as the sole insured on said policy. The insurance company providing the renter's insurance shall bill Dillon directly for said policy and Dillon shall be solely responsible for the payment of same. The insurance secured by Jones for the improvements located on Property, including the liability coverage, shall be paid by Jones and a copy of the statement for the premium shall be provided to Dillon who will reimburse Jones for the full cost of said insurance within fifteen (15) days of receipt of the insurance bill and payment made by Jones. Jones agrees to review with Dillon the information as to securing an insurance policy that provides adequate coverage at the most economical price. In the event the improvement located on Property should be destroyed, whether by fire, tornado, etc., then the conditional life estate in favor of Dillon shall terminate.

3. Jones will pay the real estate taxes on Property as they become due but before December 15 of each year, and shall provide a copy of the real estate tax bill

and proof of payment to Dillon and Dillon will reimburse Jones the cost of the real estate taxes before December 31 of each year.

4. Dillon acknowledges that he shall be responsible for all utility costs for services provided to Property which utilities Jones assisted Dillon in having same renamed in Dillon's name . The parties acknowledge that all utility services are now billed to Dillon such that Jones will not be chargeable with such costs and Dillon agrees to hold Jones harmless as to same.

5. Dillon shall be responsible for all costs and expenses in maintaining Property. Dillon agrees to hold Jones harmless as to any expenses incurred in maintaining Property which includes not only the maintenance of the improvements located on Property, but also lawn care and maintenance of the same. In the event Dillon fails to maintain Property, then Jones will have the right, but not the responsibility, to make any repairs necessary to protect Property and Dillon shall reimburse Jones those monies expended to repair and protect Property.

6. Jones and Dillon have inspected all the personal property, including but not limited to, household furnishings located at Property and have agreed as to the ownership of all personal property, as outlined herein. Jones acknowledges all personal property outlined on Exhibit "B", attached hereto and incorporated herein, to be the sole personal property of Dillon and Jones relinquishes any right, title or interest in any items described on Exhibit "B". Dillon shall be solely responsible for the maintenance and/or repair of any item outlined on Exhibit "B" and in the event any new personal property is purchased by Dillon which is placed within Property, then Jones hereby acknowledges that he has no right, title or interest in any such new personal property.

7. Attached hereto as Exhibit "C" and incorporated herein are those items of personal property which Dillon agrees are owned by Jones and which Jones may remove from Property and Dillon hereby relinquishes any right, title or interest in any item of personal property described on Exhibit "C".

8. Attached hereto as Exhibit "D" and incorporated herein, are those items of personal property which Jones had been instructed to distribute to family members and/or friends, and Dillon hereby relinquishes any right, title, or interest in the personal property described in Exhibit "D" and acknowledges that Jones is hereby entitled to distribute said personal property pursuant to the previous direction of Peggy J. Dillon to Jones. Notwithstanding, Jones has given to Dillon Item #26 thereon, the "Gold pressed out pendant", which Item shall be the property of Dillon and Jones relinquishes any interest as to same.

9. Jones acknowledges that he contacted the Social Security Administration as to the death of his mother and Dillon acknowledges that he, along with Jones, met with the Social Security Administration and signed up Dillon for future social security benefits that he was entitled to receive; however,Dillon's own social security retirement payments were not enhanced by his wife's death.

10. Jones acknowledges that he contacted the Metropolitan Government Benefit Board of Human Resources of Nashville-Davidson County, Tennessee, as to the future pension to be received by Dillon, which Peggy J. Dillon instructed to be paid to him in the approximate amount of $700.00 per month, and the parties acknowledge that Dillon now receives said benefit in that approximate amount.

11. The parties acknowledge that Dillon has the title to the 1998 Chevrolet Van owned by Peggy J. Dillon and Dillon and that it has been signed by Jones as personal representative. This vehicle shall be the exclusive property of Dillon. The parties further acknowledge that Dillon has given the title to the 1994 Cadillac owned by Peggy J. Dillon or Dillon such that Jones will be the sole owner of this vehicle. In turn, Jones has agreed to sell the Cadillac and use the proceeds thereof to apply to the payment of funeral and/or burial expenses and to the costs of the administration of the estate of Peggy J. Dillon.

As outlined below, the Cadillac, together with the AmSouth Bank account defined hereafter, shall be used to pay for the payment of the funeral and burial expenses, as well as the administration costs of this estate and any outstanding bills that might be owed by Peggy J. Dillon.

12. The parties acknowledge that there was an account with AmSouth Bank numbered 1004442786 which was owned by Dillon, Jones, and Peggy J. Dillon at the time of the latter's death. As outlined in Paragraph 11 above, the parties acknowledge there were funeral and burial expenses that must be paid and they agree that the funds located in the AmSouth Bank account numbered 1004442786 (hereinafter "AmSouth Account") shall be used to help defray those costs, along with the cost of administration and any outstanding bills owed by Peggy J. Dillon. Jones was empowered to remove the funds from the AmSouth Account and there was $9,604.11 in the AmSouth Account at the time of the death of Peggy J. Dillon. Although Dillon removed all but $197.58 from the AmSouth Account, he has repaid same to Jones, so that the total sum of $9,604.11, which was the balance at the time of the death of Peggy

J. Dillon, has been retained by Jones and the AmSouth Account has now been closed. As outlined above, these funds have been used to pay for the funeral and burial costs and the cost of administration of the Peggy J. Dillon Estate. In the event the AmSouth Account and the value of the Cadillac (described in Paragraph 11 above), are insufficient to pay the funeral and burial expense, as well as the cost to administrate the estate and pay the debts of the Estate of Peggy J. Dillon, then in such event, Jones shall have the right to sell Property, free from Dillon's contingent life estate, unless Dillon chooses to pay whatever additional funds are necessary to pay for the debts of the Estate of Peggy J. Dillon, as well as the cost to administrate the Estate of Peggy J. Dillon. Any proceeds from the sale of property shall be payable to Jones, free from any claims of Dillon.

Jones acknowledges, as of the execution of this Agreement, that the AmSouth Account and the value of the Cadillac are sufficient to pay the funeral and burial costs and the cost of administration of the Estate of Peggy J. Dillon. In the event there are no claims filed within twelve (12) months from the date that said estate was opened, then in such event, when the Estate of Peggy J. Dillon is closed, Dillon shall have no responsibility for contribution for the funeral and burial expenses or cost of administration of the Estate of Peggy J. Dillon. Any claims that might be filed within twelve (12) months from the date that said estate was opened, shall be objected to by Jones and vigorously defended on behalf of the Estate of Peggy J. Dillon if determined that said claims are without merit.

13. The parties acknowledge that it is in their respective best interests to work together in carrying out the responsibilities and/or obligations as outlined above.

Notwithstanding, Dillon acknowledges that Jones is the executor of the estate of Peggy J. Dillon and that it is the responsibility of Jones to pay, from the estate, all of the outstanding expenses, if any, owed by the estate, and further it is Jones' responsibility to close out any accounts that were in the name of Peggy J. Dillon and Dillon will allow Jones, without interference, to fulfill his duties as Executor of the Estate of Peggy J. Dillon and Dillon further acknowledges the attempt of Jones to fulfill his mother's wishes. The parties further acknowledge they have read and understand the content herein and have had independent counsel to assist them and acknowledge this to be their final understanding and agreement. The parties acknowledge their agreement as to the ownership of the personal property described in Exhibits "B", "C", and "D", outlined above, as well as the ownership of Property and the conditional life estate that Dillon has in Property, the ownership of vehicles described in paragraph 11 above, as well as the ownership and application of the balance of the funds in the bank account described in paragraph 12 above, and the parties finally acknowledge that pursuant to the Will, any other property of the estate is the sole property of Jones. The parties further acknowledge that in the event either party breaches any of the terms and/or conditions outlined herein, then the non-breaching party shall have the right to file suit in the Probate Court of Nashville-Davidson County, Tennessee seeking the remedies available to them as a result of said breach and the prevailing party shall have the right to recover any and all costs incurred, including but not limited to, reasonable attorney fees.

14. The terms of this Agreement are binding upon Jones and Dillon, as well as their successors, assigns and heirs. Specifically, the conditional life estate for

the benefit of Dillon, described in paragraph 1 above, shall be binding on the heirs of Jones, in the event of the death of Jones before the termination of the conditional life estate.

15. This is the entire agreement between the parties and shall be governed by the laws of the State of Tennessee and each party has signed his name and placed a date below his name to reflect the date on which they have each executed this Agreement.

ATTORNEY

"JONES"

MICHAEL A. JONES

Sept. 1, 2004
DATE

ATTORNEY

"DILLON"

IRVIN FRANK DILLON

Aug. 19, 2004
DATE

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20050701624907
03P1981

THIS INSTRUMENT PREPARED BY:
GIBSON, GREGORY & IRWIN, PLLC
301 Fourth Avenue, North
Suite 1900
Nashville, TN 37219
(615) 244-7440

FILED
2005 SEP -1 PM 3:07
RICHARD R. ROOKER, CLERK
D.C.

Exhibit A

LAST WILL AND TESTAMENT OF PEGGY J. DILLON

I, Peggy J. Dillon, a resident of Davidson County, Tennessee, declare this to be my Last Will and Testament, hereby revoking all prior testamentary instruments. I am married to Irwin Frank Dillon and I have one son, by a previous marriage, Michael Jones.

I. PAYMENT OF DEBTS AND TAXES

I direct that all my matured debts, funeral expenses, expenses of my last illness and for the administration of my estate, and any estate or inheritance taxes that may be imposed by reason of my death, be paid out of my residuary estate by my Executor without proration among the beneficiaries.

II. SPECIAL BEQUESTS

I give to my son, Michael Jones, one of the vehicles titled in my name and the other vehicle which is titled in my name I bequeath to my husband, Irwin Frank Dillon. I direct my Executor, who is also my son, to work with my husband to select which vehicle is best for him and direct my Executor then to sign the title to said vehicle to my husband and the other vehicle shall be retained by my son which he can use and/or sell in his sole discretion. I have directed my Executor as to those items of personal property that I would like to be distributed to family members and friends and I hereby bequeath all of my personal property, including personal effects, articles of personal or household use or ornament, furniture, furnishings, clothing and jewelry, together with all policies of insurance thereof to my son, Michael Jones for him to keep or distribute as he determines in his sole discretion.

III. RESIDUARY ESTATE

I give all the rest and residue of my estate, including, but not limited to my home, to my son, Michael Jones, per stirpes.

IV. LIFE INSURANCE PROCEEDS, JOINT BANK ACCOUNTS AND PENSIONS

I acknowledge that I have already designated the beneficiary of my life insurance policies as I desire, and the proceeds of those life insurance policies shall be paid as I have previously directed in said policies to the beneficiaries named therein. Further, all bank accounts are jointly owned with my husband,Irwin Frank Dillon and my son, Michael Jones, and those bank funds within the bank accounts shall go to my husband and son and I know they will work together making sure those funds are used and/or distributed as appropriate. I have directed that my pension be paid to my husband and all documentation necessary to pass my pension to my husband has been taken care of prior to the execution of this my Last Will and Testament. In the event there are any insurance policies that might be payable to my estate, such insurance proceeds shall be free from the claims of all creditors except to the extent that my Executor shall deem it desirable to pay any claims from

this source. Any such funds that are payable to my estate shall be part of the rest and residue of my estate.

V. POWERS OF EXECUTOR

I incorporate by reference, as fully as if copied verbatim, all the provisions and powers set forth in Tenn. Code Ann. §35-50-110, and as amended hereafter, which section enumerates the administrative powers that I hereby confer upon my Executor. Without in any way limiting the foregoing, I specifically give my Executor the authority to determine and put into effect the method of settling any disagreement that may arise among my beneficiaries as to the division of any of the assets of my estate, and the result of the method so determined by my Executor shall be conclusive. Furthermore, I vest my Executor with full power and authority to sell, transfer and convey any property, real or personal, at such time and price and upon such terms and conditions as my Executor may determine and to do every other act or thing necessary or appropriate to complete administration of my estate.

VI. APPOINTMENT OF EXECUTOR

I appoint my son, Michael Jones of Davidson County, Tennessee to be the Executor of this my Last Will and Testament. I direct that no bond or other security shall be required of any of the above-named fiduciary for the faithful performance of his duties, and I direct that my Executor, be excused from filing an inventory and/or accounting of my estate with the Probate Court.

IN WITNESS WHEREOF, I, PEGGY J. DILLON, did sign, publish and declare this instrument as my Last Will and Testament this 10 day of November 2003.

Peggy J. Dillon
PEGGY J. DILLON

The foregoing instrument was signed, sealed, published and declared by Peggy J. Dillon, the above-named Testatrix, to be her Last Will and Testament in our presence, all being present at the same time, and we, at her request and in her presence and in the presence of each other, have subscribed our names as witnesses on the date above written.

Sherri D. Trisdale, RN

residing at

516 Justin Dr.
Franklin, TN 37064

Matt [illegible]

residing at

8239 Brownstone
Cross Plains, TN 37049

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, Sherri D. Trisdale, RN and Matt Anderson, the undersigned, being first duly sworn, do hereby declare to the undersigned authority that the Testatrix. Peggy J. Dillon, signed and executed said instrument in the presence of the witnesses as her Last Will and Testament and that she signed willingly, and that she executed it as her free and voluntary act and deed for the purposes therein expressed, and that each of the witnesses at the request of the Testatrix, in the hearing and presence of the Testatrix and each other, signed the Will as witness, and that to the best of his or her knowledge the Testatrix was at the time at least eighteen years of age, of sound mind and under no constraint, duress, fraud or undue influence.

Sherri D. Trisdale, RN
Witness

Matt Anderson
Witness

Subscribed, sworn to and acknowledged before me by said Sherri D. Trisdale and Matt Anderson this 10 day of November 2003.

Notary Public

My commission expires on: 7/21/07

ANDREW B. GIBSON, JR.
Notary Public At Large
DAVIDSON COUNTY, TENN.
My Commission Expires July 21, 2007

P:\Wills\Dillon,Peggy.111103

Last Will of PD

Exhibit "A-1

Property Description

FILED

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RICHARD R. ROOKER, CLERK

D.C

Land in Davidson County, Tennessee, being Lot No. 394 on the Map of Tulip Grove Subdivision, Section 6, as of record in Book 4460, page 19, Register's Office for Davidson County, Tennessee.

Said Lot No. 394 fronts 100.0 feet on the westerly margin of Augusta Drive, and runs back on the east sideline 138.0 feet, and 139.83 feet on the south sideline, and measures 100.0 feet along the rear lot line.

Being the same property conveyed to Ken Fuqua and wife, Peggy J. Fuqua, by deed from Felix G. Woods and wife, Linda S. Woods of record in Book 4965, page 991, said Register's Office. The said Ken L. Fuqua and Peggy J. Fuqua, also known as Peggy Jean Rather Fuqua, subsequently divorced, and by Final Judgment entered in the First Circuit Court for Davidson County, Tennessee, Case No. 88832, a copy of which of record in Book 7493, page 351, title to the subject property was divested out of Ken L. Fuqua and vested solely in Peggy Jean Rather Fuqua. Peggy Jean Rather Fuqua subsequently remarried and is now known as Peggy J. Dillon. The said Peggy J. Dillon died on December 8, 2003 and by Last Will and Testament admitted to Probate under No. 03P-1981, Seventh Circuit Court of Davidson County, Tennessee, at Nashville, Probate Division, devised the subject property to Michael A. Jones.

A certified copy of the Last Will and Testament of Peggy J. Dillon is of record in the aforesaid Register's Office as Document No. 20040720-0086566.