prepared by:
Bailey & Weiss
507 Stahlman Bldg

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PROPERTY SETTLEMENT, CUSTODY AND SUPPORT AGREEMENT

THIS AGREEMENT made and entered into this 30TH. day of OCTOBER, 1975 by and between DALE JOSEPH NEWMAN and FRANCES KOMISAR POLZIN NEWMAN both citizens and residents of Davidson County, Tennessee,

W I T N E S S E T H:

WHEREAS, the parties were married in Tijuana Mexico, on December 27, 1965 by Proxy and whereas said marriage was validated in Espanata, Mexico on January 4, 1966, and no children have been born of the union, and;

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WHEREAS, the parties own certain real and personal property, and;

WHEREAS, certain differences have arisen between the parties which have caused DALE JOSEPH NEWMAN to determine that he can no longer continue the marriage relationship and cohabit with FRANCES KOMISAR POLZIN NEWMAN, and;

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship,

NOW, THEREFORE, said parties hereto for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Upon execution of this agreement, FRANCES KOMISAR POLZIN NEWMAN agrees to convey all of her right, title, and interest in the home of the parties located at 4400 Farriswood Drive, Nashville, Davidson County, Tennessee to DALE JOSEPH NEWMAN. The said DALE JOSEPH NEWMAN shall pay $15,000.00 to FRANCES KOMISAR POLZIN NEWMAN as consideration for any and all equity she may have in the said residence.

DALE JOSEPH NEWMAN further agrees to release FRANCES KOMISAR POLZIN NEWMAN from any and all liability under the mortgage payable to Alice A. Keith and being collected by Fidelity Federal Savings and Loan Association as of record in Book 4152, page 66, Register's Office for Davidson County, Tennessee, and he further agrees to make all payments on and assume sole liability for the above reference mortgage from the date of this agreement until the mortgage is paid in full.

2. Upon execution of this agreement, DALE JOSEPH NEWMAN does hereby agree to release and relinquish to FRANCES KOMISAR POLZIN NEWMAN all right, title and interest in all the furniture and household goods of the parties now in the residence of the parties located at 4400 Farriswood Drive, Nashville, Tennessee with the exception of the following items, for which on the date of this agreement FRANCES KOMISAR POLZIN NEWMAN does hereby agree to release and relinquish to DALE JOSEPH NEWMAN.

A. All Builtin Fixtures

B. All tools, including lawn and maintenance equipment

C. The stove and refrigerator

D. The den sofa and swivel rocker

E. One bed, one chest of drawers, and one night table to be selected by Frances Komisar Polzin Newman

F. Assorted linens and appliances selected by Frances Komisar Polzin Newman

3. The parties agree there will be no alimony, Pendente Lite, nor any periodic or lump sum alimony payments to FRANCES KOMISAR POLZIN NEWMAN upon the granting of the final decree of divorce.

4. It is agreed by and between the parties that each of the parties shall be responsible for the legal fees for his or her own attorney.

5. It is agreed by and between the parties that each of the parties shall be responsible for his or her individual debts or obligations incurred up to the date of execution of this agreement.

6. Each party covenants with the other that from the date of

this agreement forward, neither will contract any indebtedness on the credit of the other, and that if either shall be compelled to pay any debt to the other, other than those aforementioned, the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

7. It is further agreed by and between the parties that any monies they may have in any bank accounts on the date of entry of a final decree of absolute divorce shall become the sole property of the named owner of each of the accounts. Any accounts owned jointly by the parties shall be closed and the deposit divided equally between the parties.

8. It is further understood and agreed that this agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a suit is filed, and a divorce is granted, this instrument shall be incorporated in the Divorce Decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto.

9. It is further understood and agreed that this property settlement is intended to be a final settlement of the property rights of the respective parties hereto and is a full discharge of DALE JOSEPH NEWMAN from all other obligations to support FRANCES KOMISAR POLZIN NEWMAN and a discharge from all other 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 in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent of distribution, alimony and support, right to act as administrator or executor of the other's estate. This agreement applies to all property now owned by DALE JOSEPH NEWMAN and FRANCES KOMISAR POLZIN NEWMAN or any property that either of them may acquire

in the future.

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

11. It is understood and agreed by and between the parties that this property settlement agreement is entered into without undue influence of coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties.

12. The parties agree with one another to execute any and all instruments, deeds, titles or other papers necessary to implement the terms of this agreement.

IN WITNESS WHEREOF, the said parties, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Frances P. Newman

Dale Joseph Newman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named FRANCES KOMISAR POLZIN NEWMAN, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purpose therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Davidson County, Tennessee, this 30TH. day of OCTOBER, 1975.

Peter Weiss
NOTARY PUBLIC

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 7/20/76

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Peter Weiss
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NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 7/20/76

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REFERENCE

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