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BOOK 5224 PAGE 305

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GERALD WERNER AmENDE	)	
	)	
VS.	)	NO. 87582
	)	
BARBARA ANN (HANSEN) AmENDE	)	

O R D E R

This cause came on to be heard before the Honorable J. William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee, on September 27, 1977, pursuant to the complaint filed by the original complainant, motion for default judgment, and an order granting the said default judgment. After hearing statement of counsel, hearing testimony of the complainant, Gerald Werner AmEnde, in open court and reviewing the entire record in this cause, the Court is of the opinion the said Gerald Werner AmEnde should be granted an absolute divorce on the grounds of irreconcilable differences and restored to all the rights and privileges of an unmarried person.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the complainant, Gerald Werner AmEnde, is granted an absolute divorce from the defendant, Barbara Ann (Hansen) AmEnde, and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Barbara Ann (Hansen) AmEnde, shall have custody and control of the parties' minor child, David Jon AmEnde, however, Gerald Werner AmEnde shall have reasonable visitation rights with the minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said Gerald Werner AmEnde shall pay as child support, medical and dental insurance for David Jon AmEnde and shall provide for his care and support during such time as the said minor child is in his custody. The Court further reserves the right to award additional child support upon the petition of either party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this action shall be taxed to Gerald Werner AmEnde for which execution may issue if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in all other respects the Property Settlement Agreement entered into between the parties is incorporated in this order and made a part hereof, the same as if copied verbatim and is hereto attached as Exhibit A.

Entered this 28 day of SEPT, 1977.

JUDGE

APPROVED FOR ENTRY:

SCHULMAN, PRIDE & LeROY

By: _____
Angus Gillis, III

Attorneys for Complainant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing order has been forwarded to Barbara Ann (Hansen) AmEnde, Chateau Apartments, Apt. B-6, Smyrna, Tennessee 37167, this 27th day of September, 1977.

_____
Angus Gillis, III

E 37647

IDENTIF. REFERENCE

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Nov 18 | 51 PM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

NOV 18 77 MISC 8* 18.00 * 18.00

Docket No. 87582 Minute Book 143B Page 835

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* ~~correct transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Gerald Werner AmEnde *Plaintiff, and* Barbara Ann (Hansen) AmEnde *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 17th *day of* November *in the year one thousand nine hundred and* Seventy-Seventh *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this 27th day of SEPTEMBER, 1977, by and between Gerald Werner AmEnde, hereinafter called Husband and Barbara Ann (Hansen) AmEnde, hereinafter called Wife.

1. There is now pending in the Circuit Court of Davidson County, Tennessee, a suit filed by the Husband seeking a divorce from his Wife, Barbara Ann (Hansen) AmEnde.

2. The parties are desirous of settling certain issues in controversy in the said case relating to the division of property, alimony, child support, and visitation.

3. The only minor child, David John AmEnde, was born to the defendant, Barbara Ann (Hansen) AmEnde in August of 1965 and was adopted by the plaintiff, Gerald Werner AmEnde in August of 1975.

4. Since the parties were married on June 27th, 1969, the plaintiff, Gerald Werner AmEnde has provided virtually all of the support for Barbara Ann (Hansen) AmEnde and the parties' minor child, David Jon AmEnde, and in fact, paid all of the educational costs for Barbara Ann (Hansen) AmEnde to attend college and receive her degree.

Now therefore, in consideration of the terms, covenants, and provisions hereinafter set forth, plaintiff and defendant agree as follows:

1. The defendant, Barbara Ann (Hansen) AmEnde shall have custody of David Jon AmEnde, the minor child of the parties, however, the plaintiff Gerald Werner AmEnde shall have reasonable visitation rights with the minor child.

2. The plaintiff, Gerald Werner AmEnde shall be the sole and exclusive owner of the property at 2912 Brantley Drive, Antioch, Tennessee and shall have the right to sell or convey the property at anytime. However, if the property is ever sold or conveyed by the

said Gerald Werner AmEnde, Barbara Ann (Hansen) AmEnde shall be paid the sum of $3,000.00. In addition, the said Gerald Werner AmEnde shall be responsible for making all future mortgage payments to Home Federal.

3. The plaintiff, Gerald Werner AmEnde shall receive as his sole and exclusive property, the 1976 Corvette owned by the parties and shall further be responsible for making all payments due and owing on this corvette to General Motors Acceptance Corporation. The plaintiff agrees to indemnify and hold harmless the defendant, Barbara Ann (Hansen) AmEnde from any and all future liability on this debt.

4. The defendant, Barbara Ann (Hansen) AmEnde, shall receive as her sole and exclusive property, the 1976 Pontiac Grand Prix automobile owned by the parties and shall be responsible for making any and all payments due to General Motors Acceptance Corporation for the purchase of this automobile. She shall indemnify and hold harmless, the plaintiff, Gerald Werner AmEnde from any and all liability rising out of this debt.

5. The plaintiff, Gerald Werner AmEnde agrees to pay and furnish as child support, medical and dental insurance for David Jon AmEnde.

6. The defendant, Barbara Ann (Hansen) AmEnde shall be responsible for paying a bill in the approximate amount of $300.00 to Leon Colbert for eyeglasses, plus the bill to Cain Sloan and Castner Knott Company, and agrees to indemnify and hold harmless the plaintiff from any and all liability arising out of these debts.

7. The plaintiff agrees to assume sole responsibility for the BankAmericard debt and a note signed at the Old Hickory Employers Credit Union for the approximate amount of $2,500.00 and agrees to indemnify and hold harmless the defendant from any and all liability arising from these obligations.

8. The plaintiff, Gerald Werner AmEnde shall be responsible for any and all debts owed by the parties not herein otherwise specifically provided for and shall indemnify and hold harmless the defendant, Barbara Ann (Hansen) AmEnde from any liability on such debts. However, each of the parties shall be responsible for their own debts

which arise on or after May 20th, 1977.

9. The plaintiff, Gerald Werner AmEnde shall receive as his sole and exclusive property, any and all stocks and securities owned by the parties, including but not limited to one share of DuPont stock, any and all shares of the Old Hickory Employees Credit Union stock, and certain stock options having a current value of approximately $250.00. In addition, the plaintiff shall receive as his sole and exclusive property, any and all checking or savings accounts in his name, plus any and all monies in the thrift plan at his employer, E. I. DuPont Denemours & Company.

10. The defendant shall receive as her sole and exclusive property, any and all bank accounts in her name.

11. The plaintiff shall receive as his sole and exclusive property, the following items of household and personal use and ornament:

CB Radio
Bedroom Suite including bed, chest, dresser, mirror, night stand, lamp
Golf Clubs including all five drivers
Vinyl sofa
Beanbag chair
Stereo component system
buffet stereo table
All tapes and Sony records
Fireplace equipment
The large Color TV set
Sewing machine
Refrigerator
All Tools
Lawnmower
All curtains and drapes
Outdoor grill
Garbage cans
Can Opener
Prestoburger
A sufficient supply of glasses, dishes, silverware, cooking utensils, towels and sheets to provide for his own use
TV table
Hoover vacuum cleaner

12. The defendant, Barbara Ann (Hansen) AmEnde shall receive as her sole and exclusive property the following items of household and personal use and ornament:

Washer and dryer
Lawn furniture
Desk, chair and lamp
Wicker bed and small chest
Coffee table
Red Sofa

Bookshelves
All pictures and wall decorations
Records
Old Stereo Speakers
End table and lamp
Black chair and ottoman
Small Tv
Dining room tables and chairs
Throw pillows
Magazine rack
Hamper and waste can
Plants and planters
Bathroom mirror
Cardboard Storage Boxes
Minor child's bed, dresser and bookshelf
All Canister sets, dishes, glasses, pots and pans, kitchen goods, towels and sheets, except those needed by the plaintiff for his own personal use.
Kirby vacuum cleaner
Bicycle
All toys and play things of the minor child

13. Any and all items of personal property not hereinbefore specifically provided for shall become the sole and exclusive property of the party now in possession of the said item or items in question.

14. 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, the property rights of the parties hereto, and child support, subject to the approval of the Court.

15. It is further understood and agreed that this property settlement agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of Gerald Werner AmEnde from all other obligations to support Barbara Ann (Hansen) AmEnde and a discharge from all other claims arising out of their marital relationship. Each party 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, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or

executor of the other's estate, and this agreement applies to all property now owned by Gerald Werner AmEnde and Barbara Ann (Hansen) AmEnde, or any other property that either of them may acquire in the future.

16. Each of the parties agree to execute all instruments in a timely fashion needed to carry out the transfer of the various property rights covered in this agreement.

17. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made, will indemnify and hold harmless the other to the full extent of the amount paid, inclusive of the interest and legal expense, if any.

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

19. Barbara Ann (Hansen) AmEnde accepts the provisions of this agreement in full and final settlement of all claims and demands for alimony or for any other provision for support and maintenance for herself and fully discharges Gerald Werner AmEnde from all such claims and demands except as provided in this agreement.

20. It is further understood and agreed by and between the parties that this property settlement agreement is entered into without undue influence, fraud, 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, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

In witness whereof, the parties have signed and executed this instrument on the day and date first above written.

Gerald Werner AmEnde
GERALD WERNER AmENDE

Barbara Ann (Hansen) AmEnde
BARBARA ANN (HANSEN) AmENDE
Barbara Ann (Hansen) AmEnde

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the within named Barbara Ann (Hansen) AmEnde, who acknowledged thatshe executed the above instrument for the purposes therein contained.

Witness my hand and official seal this 16th day of ~~May~~, June 1977.

Virginia B Gentry
Notary Public

My Commission Expires: 12-13-77

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the within named Gerald Werner AmEnde who acknowledged that he executed the above instrument for the purposes therein contained.

Witness my hand and official seal this 27th day of ~~May~~, June 1977.

Angie Gillis
Notary Public

My Commission Expires: 5-18-80