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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JULIA MATTHEWS WRIGHT

VS.

WILLIAM LEE WRIGHT

No. 89957
Minute Book 35B
page 1407

ORDER

This cause came on to be heard on the 13th day of March, 1978 before the Honorable Steven North, Judge of the Fifth Circuit for Nashville, Davidson County, Tennessee upon the original Complaint for Absolute Divorce filed by the plaintiff, Julia Matthews Wright, personal service of process upon the defendant, William Lee Wright, Default Judgment duly entered, testimony of the plaintiff in open Court, argument of Counsel and from the entire record in this cause, the Court finds that there are irreconcilable differences between the parties as would make continuation of said marriage improper and therefore, the plaintiff, Julia Matthews Wright, is entitled to an Absolute Divorce.

The Court further finds the parties entered into a Property Settlement Agreement dated March 8, 1978, said Agreement being in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Julia Matthews Wright has filed divorce proceedings against her husband, William Lee Wright, in the Circuit Court for Nashville, Davidson County, Tennessee, and

WHERRAS, the parties have entered into a Property Settlement Agreement which each believes to be fair and reasonable and in the event a divorce is granted to either party, then they urge the Court to approve and ratify this Agreement which is as follows:

1. Mr. William Lee Wright is to receive and have the same as his own the following household furnishings; presently located at 360 Melpar Drive, Nashville, Tennessee:

a. One Countour chair
b. Small RCA Color TV and stand
c. The dresser presently located in the Master Bedroom
d. Bookcase in den

2. Mrs. Julia Matthews Wright is to receive and have the same as her own the remaining household furnishings located presently at the parties' resident at 360 Melpar Drive.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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3. Mr. William Lee Wright agrees to convey all his right, title and interest in the parties' 1968 Mercury Marquis automobile to Julia Matthews Wright, there being no consideration for such transfer.

4. Mrs. Julia Matthews Wright agrees to convey her right, title and interest in the parties' 1977 Cutlass Supreme Brougham automobile to Mr. William Lee Wright, there being no consideration for such transfer, however, that William Lee Wright satisfies the outstanding obligation or lien on said automobile. William Lee Wright further agrees to indemnify and hold harmless Julia Matthews Wright from such indebtedness; and if she be called upon to pay such indebtedness; she, Julia Wright, shall be entitled to possession of same.

5. Mr. William Lee Wright further agrees to convey all right, title and interest in the parties' resident located at 360 Melpar Drive to Mrs. Julia Matthews Wright, there being no consideration for such transfer, provided, however, Julia Matthews Wright agrees to assume the outstanding obligation or lien on said residence being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 375 on the Plan of Fairlane Par, Section III, of record in Book 2331, pages 145 and 146, Register's Office of said County.
>
> Said Lot No. 375 fronts 98 feet on the north side of Melpar Drive and runs back between lines, 192 feet on the west line and 192.4 feet on the east line to a dead line in the rear on which it measures 98 feet.
>
> Being the same propetty conveyed to Sandra Wolfe Vanderpool by Divorce Decree #55320, from Terry Dean Vanderpool, as of record in Minute Book 62-A, Page 275 Register's Office for Davidson County, Tennessee.

It is further agreed between the parties that Mr. William Lee Wright will pay off the second mortgage on the above premises located at 360 Melpar Drive, such indebtedness being held by Nashville Teachers Credit Union. It is further agreed between the parties that Mr. William Lee Wright will indemnify and hold harmless Julia Matthews Wright from such indebtedness.

6. It is understood between the parties that an indebtedness owed to Third National Bank of Nashville, Tennessee for carpeting placed in the parties residence at 360 Melpar Drive will be satisfied by Mrs. Julia Matthews Wright and Julia Matthews Wright agrees to indemnify and hold harmless William Lee Wright as to such indebtedness.

7. It is further agreed that Mr. William Lee Wright will pay for a tune-up on the parties' 1968 Mercury Marquis automobile and further will have the necessary work done on the exhaust valves of such vehicle. It is further agreed that Mr. William Lee Wright will satisfy the outstanding indeb edness owed to Nashville Siding Company for gutters placed on the parties' residence at 360 Melpar Drive.

8. It is further agreed between the parties that the Savings Account presently located at Third National Bank will be divided with Mr. William Lee Wright to receive $150.00 therefrom and Mrs. Julia Matthews Wright to receive the balance. It is further agreed that Mr. William Lee Wright will maintain current life insurance policies which he has on his life, however, it is understood that the beneficiaries will be changed to William Lee Wright, Jr. and James MatthewsWright.

9. It is further understood that Mrs. Julia Matthews Wright will pay the current account owed to Harvey's Department Store.

10. It is further agreed that the current bill owed to Medi-Count will be divided with each party paying 50% thereof.

11. It is further agreed between the parties that Mr. William Lee Wright will pay the current Mastercharge indebtedness, Cain Sloan indebtedness, and Western Auto indebtedness, and any other present indebtedness owed by the parties.

12. It is further agreed that Mrs. Julia Matthews Wright will have the exclusive care, custody and control of the parties' minor children, William Lee Wright, Jr., and James Matthew Wright, however, it is further understood that Mr. William Lee Wright will have reasonable visitation rights at reasonable places and reasonable times. It is further agreed that Mr. William Lee WRight will pay to Julia Matthews Wright the sum of Three Hundred twenty-dollars ($320.00) child support per month until the youngest child reaches the age of eighteen. It is further agreed that Mr. William Lee Wright will pay all reasonable college expenses should either child decide to further his education. For purposes of this Agreement, reasonable tuition expense shall not exceed the average tuition expense then being charged by Tennessee state institutions of higher learning with four year cirriculums. This expense shall be computed by averaging

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the tuition cost in effect at the time of either son's application for college. It is further agreed that for purposes of this Agreement reasonable room expense shall be based on the assumption that either child would be staying in a dormitory and Mr. William Lee Wright's liability for such expense shall be limited to such costs then charged by the university of the child's selection.

13. It is further agreed that William Lee Wright will pay to Alan C. DeBusk, Attorney for Julia Matthews Wright the sum of Two hundred fifty dollars, as reasonable attorney's fees incurred by Mrs. Wright in this proceeding.

14. It is further agreed that all of the personal belongings of the parties hereto such as clothing, personal effects, and the like, shall remain the property of each person possessing same.

15. It is expressly understood and agreed upon that upon the husband and wife complying with and doing all things that are herein provided, the fulfillment of same shall be a full, final and complete settlement.

16. It is understood and agreed that from and after the date of the execution of this Agreement, neither party will make any debt for which the other will be held liable to pay.

17. It is further agreed between the parties that Mr. William Lee Wright will undertake to provide medical hospitalization insurance for the parties' minor children, William Lee Wright, Jr., and James Matthew Wright, should Julia Wright change jobs or in the event that she would be called upon to pay for such coverage from her paycheck.

18. It is further agreed between the parties that for income tax purposes, Mrs. Julia Matthews Wright shall claim James Matthew Wright as her dependant and Mr. William Lee Wright will claim William Lee Wright, Jr. as his dependant. It is further agreed between the parties that for the year 1977 the parties will equally divide any obligation to the Internal Revenue Service and will further equally divide any benefits or income tax refund.

This Agreement is made and intended between the parties hereto as a Property Settlement Agreement, covering the matter of all property rights which each now has or might have against the other by virtue of their marital status, and this Agreement is to be a full and final

and complete release of each party, one unto the other, of any and all claims whatsoever which each party may now have or may hereafter have in and to the property of the other as a result of their marital status, and this instrument represents a full and complete settlement as a result of the parties' marital status.

This Agreement is made of the parties own free will and accord, without any collusion between the parties, for the sole purpose of settling their property rights.

IN WITNESS WHEREOF, we have hereunto set our hands to this instrument this 8th day of March, 1978, at Nashville, Tennessee.

X/Julia Matthews Wright
JULIA MATTHEWS WRIGHT

X/ William Lee Wright
WILLIAM LEE WRIGHT

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff, Julia Matthews Wright, should be and is hereby granted an Absolute Divorce from the defendant, William Lee Wright, and restored to all rights and privileges of an unmarried person and the Property Settlement Agreement executed by the parties is hereby ratified by the Court and made a part of this Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause are to be taxed equally to the parties for which execution may issue if necessary.

S/ Stephen Joren
JUDGE

APPROVED FOR ENTRY:

S/
Alan C. DeBusk
4301 Hillsboro Road
Nashville, Tn 37215
Attorney-at-Law
Attorney for Plaintiff

CERTIFICATION

Certification is hereby made that a copy of this Order has been mailed to Mr. Bill Van Derveer, 21st Floor, First American Center, Nashville, Tennessee 37238, this 15th day of March, 1978.

S/
ALAN C. DeBUSK

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IDENTIFICATION REFERENCE
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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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Julia Matthews Wright *Plaintiff, and* William Lee Wright *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* 5th *day of* April *in the year one thousand nine hundred and* Seventy-eight *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Lyday, *D. C.*

Form #GR-117