Map - Parcel No.
104-5-173

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THERA KAY JUDEN,
Plaintiff,

vs.

MICHAEL CONNOR JUDEN,
Defendant.

NO. 92085

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FINAL DECREE OF DIVORCE

This cause came on to be heard this 30th day of January, 1979, before the Honorable Hamilton Gayden, Jr., Judge of the First Circuit Court of Davidson County, Tennessee, upon the original complaint of Plaintiff, THERA KAY JUDEN, personal service upon the Defendant, MICHAEL CONNOR JUDEN, default judgment having been taken against Defendant, testimony in open Court of the Plaintiff, statements of Plaintiff's counsel in open Court, and the entire record from all of which it appears to the Court that the parties have irreconcilable differences in their marriage as renders reconciliation impossible. Further, from testimony in Court it appears that the Plaintiff's full maiden name is THERA KAY MONTGOMERY, said name being inadvertently left off the Original Complaint. The Court permits the Complaint to be amended so as to show the Plaintiff's full maiden name.

It further appears to the Court that the parties have entered into a Settlement Agreement settling their respective property rights and custody rights and support for the minor children of their marriage, which agreement is in words as follows:

"SETTLEMENT AGREEMENT"

This agreement is made between Thera Kay Juden, hereinafter called "wife" and Michael Connor Juden, hereinafter called "husband".

WITNESSETH:

WHEREAS, these parties have beem married since August 16, 1965, and have three children born of this marriage, Alexander Towery Juden, age 12, Nathaniel Coyle Juden, age 6, and Michael Claire Juden, age 5, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the First Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed on the ground of irreconcilable differences.

NOW, THEREFORE, in consideration of mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. Personal Property: The wife shall have as her sole and separate property all the household furniture, furnishings, fixtures and appliances located in the residence at 3706 Princeton Avenue, Nashville, Tennessee, with the exception of the bookcase, buffet, cabinet, walnut table and books all being part of an estate belonging to the husband's family, which shall be the sole and seperate property of the husband. The wife shall have as her sole and separate property the family's 1961 Ford Falcon automobile. The husband shall have as his sole and separate property the family's 1971 Ford Pinto automobile. The husband shall have as his sole and separate property a savings certificate at Fidelity Federal Savings and Loan Association which is presently owned in both the husband's and wife's name. All right, title, and interest which the wife may have in said property shall be divested from her and vested in the husband.

2. Real Property: All rights, title and interest in the house and real property situated at 3706 Princeton Avenue, Nashville, Tennessee, Davidson County, shall be vested in the wife and all rights, title and interest which the husband may have in said property shall be divested from him and vested in the wife. The wife agrees to pay the husband Seven Thousand Five Hundred and 00/100 ($7,500.00) Dollars as consideration for the transfer of husband's interest in the property. The legal description of said property is as follows:

> A certain tract or parcel of land in Davidson County, Tennessee, described as follows: to-wit:
>
> Being the easterly 25 feet front and 25 feet rear of Lot No. 4 and the westerly 30 feet front and 20 feet rear of Lot no. 5 on the Map of J.D. Torrey's subdivision of Lots Nos. 411 and 503 of Richland Realty Company's Division "C" as of record in Book 421, page 186, of the Register's Office for Davidson County, Tennessee, and described as follows:
>
> Beginning at a point in the northerly margin of Princeton Avenue 25 feet east of the common corner of Lots Nos. 3 and 4 of said subdivision; thence northerly 135 feet, more or less to a point in the southerly margin of an alley 20 feet east of the common corner of Lots Nos. 3 and 4; thence easterly with the southerly margin of said alley 45 feet to a point 25 feet west of the northeast corner of Lot No. 5 of said subdivision; thence southerly 94 feet, more or less to a point in the northerly margin of Princeton Avenue 20 feet west of the southeast corner of Lot No. 5; thence with the northerly margin of Princeton Avenue 55 feet more or less to the point of beginning.
>
> Being the same property conveyed to Michael Connor Juden and Thera Kay Juden by Installment Deed by Thera Mae Montgomery as of record in Book 4741, page 25, Register's Office For Davidson County, Tennessee.

3. Debts: It is agreed that the parties shall be responsible for the payment of any accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such account when due. The only debt that the husband has at this time is his telephone, Account #297-9369.

4. Custody: The wife shall have the exclusive care and custody of the children of this marriage provided the husband shall have visitation rights; of every Sunday from 8:00 a.m. until 10:00 p.m. The wife agrees to arrange for proper baby sitting service for the children while she is working.

5. Child Support: The husband shall make the following payments to the wife for the reasonable and necessary support, maintenance, and education of the children:

(a) The sum of $200.00 per month for the reasonable and necessary support, maintenance, and education of the minor children, until they reach majority, marry or die whichever event first occurs.

(b) The husband shall carry hospitalization insurance for the children until they reach majority, marry or die whichever event first occurs.

6. The husband shall pay the wife One Thousand and 00/100 ($1,000.00) Dollars within one month of the date of the divorce hearing.

7. The wife agrees that Claude Montgomery, Jr. is not to live in the home at 3706 Princeton Avenue, Nashville, Tennessee.

8. Court Costs: The husband shall pay one half (1/2) of the Court costs accruing out of the divorce and the wife shall pay one half (1/2) of the Court costs accruing out of the divorce.

9. Attorney's Fees: Each party will be responsible for the payment of his or her own attorney's fees.

10. The husband is to receive the three children as dependants for income tax purposes.

11. The wife cannot remove children from the state for a period exceeding two weeks without prior approval of the Court.

12. The parties desire that this agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the First Circuit Court of Davidson County, Tennessee, or any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

13. This agreement constitutes the entire understanding of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

14. It is understood and agreed by and between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Both parties acknowledge that this Agreement is fair and equitable and that it is being entered into voluntarily.

WITNESS our hands on the day and date written below.

s/ Thera Kay Juden
THERA KAY JUDEN

s/ Michael Connor Juden
MICHAEL CONNOR JUDEN

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED:

1. That the Original Petition for Divorce be amended to show that the Plaintiff's full maiden name is Thera Kay Montgomery.

2. That the bonds of matrimony heretofore existing between the parties be dissolved and forever held naught; and that the Plaintiff and Defendant be restored to all the rights and privileges of unmarried persons.

3. That the parties have heretofore entered into a Settlement Agreement, set out above, which is approved, made a part of the record of this cause herein, and incorporated into this Final Decree of Divorce.

4. That the costs of this cause are to be assessed one half (1/2) to the Plaintiff and one half (1/2) to the Defendant, for all of which execution may issue, if necessary.

HAMILTON GAYDEN, JR., JUDGE

DATE

4548 02/22 8.00- CHECK

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APPROVED FOR ENTRY:

DANIEL B. EISENSTEIN
Attorney for Plaintiff
Suite 408, Nashville City Bank Bldg.
Nashville, Tennessee 37201

cc: Mr. John Zanetis
Attorney for Defendant
201 Second Avenue, North
Nashville, Tennessee 37201

F. I. 5278.

IDENTIF. REFERENCE

FEB 22 2 34 PM '79

FELIX A. ROBERTSON JR. REGISTER
DAVIDSON COUNTY, TENN.

I hereby certify that this is a true copy of original instrument filed in my office this 22nd day of February 1979
GEORGE L. ROOKER Clerk
By J. K. Knight
Deputy Clerk

I here... true copy ... office
of or...
this...
... Clerk

... Clerk