6-2-80
118A/423,
115-12;21

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5620 PAGE 526

HOLLY MARCUS WEITZ, *

Plaintiff, *

VS. * No. 80D-538

LAWRENCE JOEL WEITZ, *

Defendant. *

FINAL DECREE OF DIVORCE

THIS cause came on to be heard before the Honorable Joe C. Loser, Jr., Judge, on the 27th day of May, 1980, upon the Complaint for Absolute Divorce, default judgment against the defendant, statement of counsel that the case was uncontested, testimony of the plaintiff, and from all of which the Court finds that the parties have irreconcilable differences, have entered into a Property Settlement Agreement providing for child custody and support of the parties' minor child and a division of property, and that the parties should be awarded an absolute divorce and restored to all rights and privileges of unmarried persons.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the parties be and are hereby forever perpetually dissolved, that the plaintiff is awarded an absolute divorce from the defendant, and that both parties are restored to all the rights and privileges of unmarried persons subject to the provisions of the Property Settlement Agreement.

It further appears to the Court that the parties have entered into a Property Settlement Agreement, and IT IS THEREFORE ORDERED that said Property Settlement Agreement be and is hereby made a part of this Final Decree of Divorce in its entirety:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 23 day of May, 1980, by and between HOLLY MARCUS WEITZ, hereinafter

referred to as the Wife, and LAWRENCE JOEL WEITZ, hereinafter referred to as the Husband;

W I T N E S S E T H:

WHEREAS, the parties hereto were married on August 23, 1970, in Hewlett, New York; and

WHEREAS, there has been born of said marriage one child, Brooke Rachelle Weitz, age 18 months; and

WHEREAS, the parties have experienced marital difficulties and have no expectation of resuming marital relations; and

WHEREAS, the parties desire to enter into an agreement with respect to their property rights and their child and for the other purposes and with the effect hereinafter stated.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

1. CUSTODY AND SUPPORT OF CHILD. The custody of the parties' minor child shall be in both parties, with the child to reside a portion of the time with the Wife and a portion of the time with the Husband, such schedule being determined by the parties. Each of the parties shall be responsible for the support of the child during the periods of time the child resides with such party.

2. MEDICAL INSURANCE AND MEDICAL AND DENTAL EXPENSES. The Husband shall maintain in full force and effect a policy of major medical and hospitalization insurance for the parties' child and shall pay all premiums required to maintain such policy. The Husband agrees to bear the sole responsibility for payment of any and all medical and dental expenses incurred on behalf of the parties minor child which are not covered by insurance, including but not limited to the deductible amount under the policy, doctor bills, hospital bills, drug bills, dental bills, orthodontist bills and any other expenses for medical and dental care of the parties' child.

3. EDUCATIONAL EXPENSES. Husband agrees to pay all educational expenses, whether public or private, as the parties may agree upon, which shall include expenses for day care before the child starts formal kindergarten or first grade education, and for four years of college. Said educational expenses to be paid by Husband include expenses incurred by said child for fees, books, supplies, clothing, transportation to and from school and other expenses associated with the providing of the child's education.

4. TANGIBLE PERSONAL PROPERTY. The parties have divided all tangible personal property and household effects, as described by a certain list in the possession of each party, and each shall become the sole owner of that property so described.

5. REAL PROPERTY. All right, title, equity and interest the Wife has in the real property jointly owned by the parties located in Davidson and Dickson Counties, Tennessee, shall be divested out of the Wife and vested solely in the Husband.

6. LUMP SUM PAYMENT TO WIFE. The Husband agrees to pay to the Wife the sum of Thirty-Seven Thousand, Five Hundred and No/100 ($37,500.00) Dollars as follows:

(a) $30,000.00 upon the execution of this Agreement;

(b) $7,500.00 on or before the 19th day of May, 1984. Husband shall have the right to pay said $7,500.00 amount at any time prior to said date, and said amount shall bear interest at the rate of ten (10%) percent per annum for six (6) months following the execution of this Agreement, and shall bear interest at the rate of twelve (12%) percent thereafter.

7. DEED OF TRUST AND NOTE. The Husband agrees to execute and deliver to the Wife a Note in the amount of $7,500.00, and a Deed of Trust on the property located in Dickson County, Tennessee, to secure the same.

8. DEBTS. The Husband agrees to be responsible for all debts incurred by the parties which were outstanding as of the date of the separation. Each party agrees to be solely responsible for any debts incurred thereafter.

9. BONDS. The parties presently jointly own certain bonds, and the Wife agrees to release and convey any interest she may have in said bonds to the Husband.

10. CERTIFICATE OF DEPOSIT. There presently exists a Certificate of Deposit in the amount of $10,000.00, held by Commerce Union Bank, Nashville, Tennessee, which sum is to be used for the college education of the parties' minor child, and the parties agree that said amount shall be held by the parties as joint custodians, and the Wife agrees that the Husband may encumber said Certificate of Deposit up to the amount of $7,500.00 without her consent and agreement.

11. AUTOMOBILES. Husband hereby transfers all his right, title and interest in and to the 1975 Lancia automobile to Wife. Wife hereby transfers all her right, title and interest in and to the 1971 Toyota automobile to Husband. Husband assumes the sole and separate responsibility for payment of the outstanding indebtedness on the Lancia automobile and shall hold Wife harmless from any liability therefor.

12. BANK ACCOUNTS. Each party does hereby relinquish any right, title or interest he or she may have in and to the proceeds in any individual checking or savings account maintained by the other party and acknowledges that said proceeds are the sole and separate property of the party in whose name each account is styled.

13. TAXES. The Husband agrees to be solely responsible for the payment of any federal income or capital gains taxes which are incurred by either of the parties as a result of this Agreement or of any divorce of the parties.

14. TAX DEDUCTION. The Wife agrees that the Husband may consider as a deduction on his income tax return the minor child of the parties.

15. LIFE INSURANCE. The Husband agrees to keep in effect all policies of life insurance on his life which are in effect at the time of the execution of this Agreement. The Husband further agrees to make the parties' minor child the beneficiary of said policy or policies. The Husband agrees that he shall not pledge, borrow against, or encumber said policy or policies in any manner whatsoever so long as the parties' minor child is enrolled in an educational institution. The Husband shall furnish a copy of said policy or policies to the Wife, shall make all premium payments in a timely fashion, and shall instruct the insuror or insurors to notify the Wife in the event premiums are not paid in accordance with policy provisions or in the event the Husband makes application to change the beneficiaries under the policy or policies.

16. CONVEYANCE OF REAL PROPERTY. The Wife shall convey by quitclaim deed all her right, title and interest in and to the parcels of real property located in Davidson and Dickson Counties, Tennessee, to the Husband.

17. DISCHARGE OF MARITAL RIGHTS. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marital relationship, 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 on the other's property, including but not limited to, dower, curtesy, alimony, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Wife and

Husband, or any property that either of them may acquire in the future.

18. ADDITIONAL INSTRUMENTS. Each of the parties shall from time to time at the request of the other execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

19. EFFECTIVE DATE. This Agreement shall become binding upon the parties immediately upon the execution hereof. It is agreed that, subject to the approval of the Court, the matters and things covered by this Agreement shall be incorporated in any decree granting a divorce to either of the parties.

20. VOLUNTARY AGREEMENT. The provisions of this Agreement and their legal effect have been explained to the parties by their respective counsel, and each party acknowledges that the Agreement is fair and equitable, is being entered into voluntarily, and is not the result of any duress or undue influence.

21. ATTORNEYS' FEES AND COSTS. Each party agrees to pay the fees of their respective attorneys, and the Husband agrees to pay any additional Court costs.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first above written.

/s/ Holly Marcus Weitz
HOLLY MARCUS WEITZ

/s/ Lawrence Joel Weitz
LAWRENCE JOEL WEITZ

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named HOLLY MARCUS WEITZ, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 27 day of May, 1980.

/s/ Fred E. Cowden, Jr.
NOTARY PUBLIC

My commission expires: 8-3-80

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LAWRENCE JOEL WEITZ, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 23 day of May, 1980.

/s/ Rose Palermo
NOTARY PUBLIC

My commission expires: May 11, 1981

IT IS FURTHER ORDERED that any additional costs of this cause are assessed to the defendant, for all of which let execution issue if necessary.

ENTERED this _____ day of _____, 1980.

_____
JUDGE

6/2/80

APPROVED FOR ENTRY:

Enter This 2 Day of June, 1980

FRED E. COWDEN, JR.
Attorney for Plaintiff
1400 American Trust Building
Nashville, Tennessee 37201

I certify that a copy of the foregoing Final Decree of Divorce has been sent to Ms. Rose Palermo, attorney for defendant, this 27 day of May, 1980.

FRED E. COWDEN, JR.

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IDENTIF. 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~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* HOLLY MARCUS WEITZ *Plaintiff, and* LAWRENCE JOEL WEITZ *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* 2nd *day of* JULY *in the year one thousand nine hundred and* EIGHTY *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Larry D. Woolman *D. C.*

RECEIVED