IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

148-9
Par 136 Js

JOHN B. LIVINGSTON)
)
vs.) NO. 14347
)
GLENOLA LIVINGSTON)
)

BOOK 5631 PAGE 468 FILED
ENTERED 7-9-84
JWS Clerk and Master

FINAL DECREE
* * * * * *

It appearing to the satisfaction of the Court that the original complaint for an absolute divorce filed by the plaintiff, John B. Livingston has been filed with the Court for 90 days, personal process being served upon the defendant, the defendant having failed to appear or answer within the time prescribed by law, the case proceeded on an uncontested basis, the interrogatory of the plaintiff duly submitted to the Court, and the entire record in this cause, from all of which the Court finds that the parties have Irreconcilable Differences of their marriage and that the plaintiff is entitled to an absolute divorce and that the Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of their property rights and that said Property Settlement Agreement is incorporated in this Final Decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the plaintiff, John B. Livingston, is granted an Absolute Divorce from the defendant, Glenola Livingston, and that the bonds of matrimony heretofore subsisting between the parties are now and forever and perpetually dissolved and that the parties are restored to all the rights and privileges of an unmarried person, in that the parties have Irreconcilable Differences of their marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of their property rights and that said written Property Settlement Agreement is incorporated into this decree by reference, as fully and completely as if copied herein and that said Property Settlement Agreement is made a part of the orders of this Court, to wit:

27/31 31.00 CHECK

2752

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 26 day of Feb, 1980, by and between GLENOLA LIVINGSTON, hereinafter referred to as "Wife" and JOHN LIVINGSTON, hereinafter referred to as "Husband"; both parties being residents of Williamson County, Tennessee.

W I T N E S S E T H :

THIS AGREEMENT is being entered into in anticipation of the Husband filing a complaint for an absolute divorce in the near future in that the parties acknowledge that because of Irreconcilable Differences that have developed between them during the course of their marriage and are desirous of settling issues which might be in controversy in said suit relating to division of property, alimony, child support and visitation rights regarding the minor child of the parties, Husband shall proceed to trial to obtain an absolute divorce on the grounds of Irreconcilable Differences as provided by T.C.A. 36-801 as amended, et seq and he shall present this Agreement to the Court for approval in any judgment or decree which may be entered in such action or proceeding and this Agreement shall be merged in such judgment or decree.

NOW THEREFORE, in consideration of the terms and covenants and provisions hereinafter set forth, Wife and Husband agree as follows:

1. Wife shall continue to have the custody and control of the parties' minor child, namely Michael Livingston. Husband shall have reasonable rights of visitation with the minor child at all reasonable times and places.

2. Husband shall pay to Wife the sum of Six Hundred Fifty ($650.00) Dollars per month of which Two Hundred Forty-Nine

($249.00) will be considered as alimony and used as payment on mortgage on property located at Route 7, Hillview Street, Franklin, Williamson County, Tennessee. Said support payment to remain effective from and after the time of execution of this Agreement until said minor child reaches his eighteenth birthday, dies or marries, whichever event occurs first, at which time Husband's obligation of support shall be terminated.

3. Upon the minor child reaching the age of eighteen Husband shall assume the mortgage on the property located at Route 7, Hillview Street, Franklin, Tennessee. Said payments shall be paid as alimony by Husband until such time as the mortgage is paid in full or the Wife remarries or dies, whichever occurs first, then they shall cease.

4. Upon the minor child reaching the age of eighteen (18), if he is desirous of attending college, the Husband shall accept partial obligation for the college expenses so long as the child attains satisfactory grades in an accredited college or university. This obligation shall continue until child is twenty-two (22).

5. That all right, title and interest in and to the real estate known as Route 7, Hillview Street, Franklin, Williamson County, Tennessee is to be divested out of Husband and all right, title and interest in and to said real estate is to be vested in Wife, said real estate more particularly described to wit:

> LAND in the 8th Civil District of Williamson County, Tennessee, being Lot No. 148 on the Plan of Hillsboro Acres, as of record in Plat Book 2, page 80, as corrected in Plat Book 3, page 35, Register's Office for Williamson County, Tennessee, described as follows:
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> BEGINNING at a point in the northerly margin of Hillview Drive at the common corners of Lots Nos. 147 and 148; thence with the line between said lots, northwardly 170.8 feet to a point in the rear line of Lot No. 122;

thence with the rear line of Lot No. 122 eastwardly 119.8 feet to a point at the rear corners of Lots Nos. 122 and 123; thence with the line between Lots 123 and 148 southeastwardly 130.4 feet to a point in the westerly margin of Ridgecrest Drive; thence with the margin of same southwardly 150.0 feet to a concrete monument at the beginning of a curve to the right having a radius of 25.0 feet; thence around said curve southwestwardly 39.27 feet to a concrete monument in the northerly margin of Hillview Drive; thence with the margin of same, westwardly 175.0 feet to the point of beginning.

BEING the same property conveyed to John B. Livingston and wife, Glenola Livingston by deed from Hillsboro Homes, Incorporated of record in Book 160, page 12, Register's Office for Williamson County, Tennessee.

Husband shall execute such documents as necessary to transfer title to said property from the joint names of Husband and Wife into Wife's name only as her sole and separate property.

6. That the Wife shall be vested with all right, title and interest in and to the household furnishings located at the real estate located at Route 7, Hillview Street, Franklin, Williamson County, Tennessee and the Husband is to be divested of all right, title and interest in and to said household furnishings.

7. That the Husband shall assume responsibility for the maintenance (ordinary wear and tear) of the real property located at Route 7, Hillview Street, Franklin, Williamson County, Tennessee, until such time as the mortgage is paid in full or the Wife shall die or remarry, whichever occurs first.

8. That the parties presently own real property known as 5238 Murfreesboro Road, LaVergne, Rutherford County, Tennessee which has a substantial mortgage in the approximate amount of $55,000.00. That the Wife shall be divested of all right, title and interest in and to said real property and the Husband shall be vested with all right, title and interest in and to said property, said real estate more particularly described to wit:

BEGINNING at a steel pin in the south line of U. S. 41, being N 78° W 1013 feet along said south line from the northeast corner of the Buchanan Farm; thence S 12° W 190 feet; thence N 78° W 91 feet; thence N 12° E 190 feet; thence S 78° E 91 feet to the point of beginning.

BEING the same property conveyed to John Livingston and Wife, Glenola Livingston by deed from Edith Ann Pitts as of record in Book 22, page 188, Register's Office for Rutherford County, Tennessee.

Wife shall execute such documents as necessary to transfer title to said property from the joint names of Husband and Wife into Husband's name only as his sole and separate property, and Husband shall assume any indebtedness thereon.

9. That the parties presently own real property known as 3913 Creekside, Nashville, Davidson County, Tennessee, which has a substantial mortgage in the approximate amount of $16,000.00. That the Wife shall be divested of all right, title and interest in and to said real property and the Husband shall be vested with all right, title and interest in and to said property, said real estate more particularly described to wit:

LAND in Davidson County, Tennessee, being Lot No. 53 on the Plan of Locustwood, Section 5, as of record in Book 2663, page 43, Register's Office for said County.

SAID Lot No. 53 fronts 80 feet on the westerly side of Creekside Drive and extends back 158.8 feet on the northerly line and 173 feet on the southerly line to a dead line measuring 82.6 feet thereon.

BEING the same property conveyed to John Livingston and Wife, Glenola Livingston by Quitclaim Deed from LaDon Baltimore, Trustee as of record in Book 5201, page 277 in the Register's Office for Davidson County, Tennessee.

Wife shall execute such documents as necessary to transfer title to said property from the joint names of Husband and Wife into Husband's name only as his sole and separate property, and Husband shall assume any indebtedness thereon.

10. Husband and Wife have an interest in real property located at 1925 Warfield, Nashville, Davidson County, Tennessee which has a substantial mortgage in the approximate amount of $25,000.00. That the Wife shall be divested of all right, title and interest in and to said real property and the Husband shall be vested with all right, title and interest in and to said property, said real estate more particularly described to wit:

> LAND in Davidson County, Tennessee, being Lot No. 22 on the Map of Colonial Heights, of record in Book 1130, page 102, Register's Office for said County.
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> SAID Lot No. 22 fronts 119.2 feet on the southerly side of Warfield Drive as measured around a curve, and runs back between lines, 220 feet on the east line, and 231.3 feet on the West line to a dead line in the rear on which it measures 37 feet.
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> BEING the same property conveyed to John Blaine Livingston and wife, Glenola D. Livingston and Beverly Gerald Livingston and wife, Bobbie S. Livingston, by deed from Eunice Notgrass Cooper of record in Book 4818, page 267, Register's Office for Davidson County, Tennessee.
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> THIS conveyance is made subject to the Plan of record in Book 1130, page 102, said Register's Office, shows an owner's certificate, a 40 foot minimum building setback line from Warfield Drive, and a 10 foot easement for public utility purposes along the rear line of said lot.

Wife agrees to execute any and all documents that may become necessary to release any and all interests which she may have in said real property and Husband agrees to assume responsibility and hold Wife harmless for any mortgage associated with said property and agrees to indemnify Wife from any losses therefrom.

11. Husband has an interest in real property located at Route 1, Valley Forge, Tennessee which has a value of approximately $10,000.00. Wife agrees to execute any and all documents that may become necessary to release any and all interests if any she has in said real property and Husband agrees to assume responsibility and hold Wife harmless for any debts associated with said property and agrees to indemnify Wife from any losses therefrom.

12. Husband owns or has an interest in the following businesses, all of which are encumbered with debts or mortgages associated therewith:

a) Dante's Restaurant & Lounge in the approximate amount of $260,000.00; b) Warehouse located at 104 Spence Lane in the approximate amount of $225,000.00; c) personal note for the business known as Bronta Boat Inc. located at 104 Spence Lane in the approximate amount of $30,000.00; d) personal note for the business known as Custom Boat Inc. located at 104 Spence Lane in the approximate amount of $35,000.00; e) Green Hills Gulf in the approximate amount of $20,000.00; f) Action Amusement in the approximate amount of $20,000.00,

Husband shall assume responsibility and shall hold the wife harmless for any of the abovestated debts associated with said businesses and agrees to indemnify Wife from any losses therefrom. Wife agrees to execute any and all documents that may become necessary to release any and all interests which she may have in the abovestated businesses.

13. The wife shall be divested of all right, title and interest, if any she has, in and to the following businesses a) Dante's Restaurant and Lounge; b) Bronta Boat Inc.; c) Custom Boat Inc.; e) Green Hills Gulf; f) Action Amusement; and Husband shall be vested with all right, title and interest in and to said businesses. Wife shall execute such documents as necessary to release any and all interests if any she may have in abovestated businesses and Husband shall assume indebtedness and shall hold Wife harmless and indemnify her from any indebtedness thereon.

14. That the Wife shall continue to have the use of the 1979 Pontiac Grand Prix which is presently in the sole name of the Husband. Husband shall hold Wife harmless and indemnify her from any responsibilities for the debts due and owing on said automobile. Husband shall continue to be responsible for automobile insurance and upkeep of said automobile until said automobile

is paid in full at which time Husband shall execute the proper papers to place ownership of the 1979 Pontiac Grand Prix in the sole name of Wife, at which time Wife will accept responsibility of the automobile insurance.

15. That the Husband presently has a life insurance policy on his own life being policy number 41154 in the approximate amount of $150,000.00 of which Wife is owner and beneficiary. Wife is to remain as owner and beneficiary of said policy until such time as the minor child reaches the age of eighteen or until the Wife remarries.

16. Husband is to pay the cost of this cause for which execution may issue if necessary.

17. Husband and Wife agree that from and after the time of the entry of the Final Decree of Divorce dissolving the marriage of the parties to this Agreement, that Wife shall not have any claim whatsoever on any business interest of Husband and Husband agrees that if Wife has executed at any time during the parties' marriage, any instruments or obligated herself for the payment of any debt involving obligations other than those that have been set forth in this Agreement, that Husband will hold Wife harmless and indemnify her on any and all such obligations for which she is or could have become liable during the marriage of the parties.

18. Husband and Wife accept the provisions of this Agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year's support and all other property rights, except as provided for in this Agreement, which either has had, may now have or may hereafter have but for this Agreement,

as Husband, Wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

19. It is further understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

20. That the Wife specifically understands and agrees that Richard R. Clark, attorney, represents her Husband, John B. Livingston, in this matter and in this agreement, and that in no way has Richard R. Clark represented her nor has he made any representations concerning this agreement or any other matters in which Glenola Livingston has relied upon and that in fact, Richard R. Clark has advised Glenola Livingston to seek legal counsel for herself if she so desires.

IN WITNESS WHEREOF, I have hereunto set my hand this the 26 day of Feb, 1980.

John B Livingston
John B. Livingston

Sworn to and subscribed before me this the 26 day of Feb, 1980.

Richard R. Clark
NOTARY PUBLIC

My Commission Expires: Jan 18th 1982

IN WITNESS WHEREOF, I have hereunto set my hand this the 26 day of Feb, 1980.

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Glenola Livingston

Sworn to and subscribed before me this the 26 day of Feb, 1980.

NOTARY PUBLIC

My Commission Expires: Jan. 18th 1982

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, John B. Livingston, shall pay the cost of this cause for which execution may issue if necessary.

ENTERED this the 9th day of July, 1980.

JUDGE

APPROVED FOR ENTRY:

Richard R. Clark
Richard R. Clark
Attonrey for Plaintiff

cc: Glenola Livingston
Route 7, Hillview Street
Franklin, Tennessee 37604

John Livingston
3913 Creekside
Nashville, Tennessee 37211

IDENTIF. REFERENCE
Jul 31 3 27 PM '80
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

C.O.O.096

I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY ~~THIS TO BE~~ A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE HAS BEEN MAILED TO ALL PARTIES OR COUNSEL OF RECORD. THIS 9th DAY OF July, 1980.

Janice W. Jordan
JANICE W. JORDAN, CLERK & MASTER

STATE OF TENNESSEE
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE in Book 39 Pages 185 thru 195

Janice Jordan
JANICE W. JORDAN, Clerk & Master