IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

Map 42-11-A
Par 37 Is

JAMES FRANKLIN McCLURE, JR.)

VS.) NO. 9 6 6 9 4

VICKIE LYNN McCLURE)

AMENDED FINAL DECREE

BOOK 5655 PAGE 109

This cause came on to be heard on the 14th day of July, 1980, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the Complaint for absolute Divorce and the default judgment, and upon the statement of the plaintiff, James Franklin McClure, that the parties had entered into a Property Settlement Agreement and that he desired approval of the Property Settlement Agreement and the granting of the divorce upon irreconcilable differences. From the hearing in this cause, it is the opinion of the Court that the parties do have irreconcilable differences and that the Property Settlement Agreement is approved by this Honorable Court, and that the plaintiff should be granted an absolute divorce. It is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be and the same hereby are perpetually dissolved, and the plaintiff is restroed to all rights and privileges of an unmarried person and is thereby granted an absolute divorce. It is further

ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into between the parties be and the same is hereby approved as follows, to-wit:

IDENTIF. REFERENCE
SEP 24 9 11 AM '80
RUSH

"PROPERTY SETTLEMENT AGREEMENT"

THIS AGREEMENT made and entered into by and between VICKIE LYNN McCLURE, hereinafter referred to as "wife", and JAMES FRANKLIN McCLURE, JR., hereinafter referred to as "husband".

W I T N E S S E T H:

BOOK 5655 PAGE 110

WHEREAS, the parties hereto are now husband and wife, but have been living separate and apart since June 8, 1979, and said separation resulted from unhappy and irreconcilable differences between them, and

WHEREAS, there is now pending in the Circuit Court of Davidson County, Tennessee, a divorce action styled McClure v. McClure, Docket No. 96694, wherein husband is the plaintiff and wife is the defendant; and

WHEREAS, it is the desire of the parties, in the event a divorce is granted to either of them by a Court of competent jurisdiction, and insofar as they may be able to do so, to settle certain property rights between themselves;

WHEREAS, it is understood by both parties that the terms of such agreement as to the disposition of the property of the parties is to be incorporated into the Final Divorce Decree and that said agreement is to be a complete and full settlement of their property rights between them so that any terms may be enforceable by contempt proceedings, if necessary.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual agreements hereinafter contained, the parties do hereby agree as follows:

1. That the parties are owners as tenants by the entirety of a tract or parcel of land located and known as 1037 Heritage Village Drive, Madison, TN 37115, Davidson County, and more particularly described as follows:

> A part of Heritage Village Condominium tract as shown per plat made Exhibit One hereto of record in Plat Book 4675, at page 46, of the Register's Office of Davidson County, Tennessee, the part hereby conveyed being:
>
> Unit No. 1037 on the said section plat together with the carport designated number 1037, a family unit type No. B, as shown in and described by the Master Deed establishing Horizontal Property Regime with respect to Heritage Village Condominium, including the Plan and the Administrative By-Laws thereunto attached and exhibited, recorded in Book 4758, page 179, of the Register's Office of Davidson County, Tennessee, as amended in Book 4808, page 829 of the Register's Office of Davidson County.
>
> Being the same property conveyed to David L. Pollack, Trustee, of record in Book 5015, page 380, Register's Office for Davidson County, Tennessee.

All right, title and interest to said homeplace shall be divested from husand and shall be vested in the wife. Wife shall be responsible for any remaining mortgage on said property (either existing or to be obtained) and husband shall be held harmless therefor.

2. That the parties are owners as tenants by the entirety of a tract or parcel of land located in Davidson County, Tennessee and more particularly described as follows:

Being Lot No. 14 on the plat of C. H. Tritschler's Subdivision of Lots 347, 348, 349 of West Lawn of record in Plat Book 843, page 51, Register's Office of said county.

Said Lot No. 14 fronts 50 feet on the westerly margin of Jessica Avenue, or 43rd Avenue, North, and extends back between parallel lines 175 feet to a line on the rear on which it measures 50 feet.

Being the same property conveyed to James Franklin McClure, Jr., and wife, Vickie Lynn McClure, by deed from William T. Boyd and wife, Frances Jackson Boyd, which deed is being filed simultaneously herewith.

All right, title and interest to said property shall be vested from wife and same shall be vested in husband. Husband shall be responsible for any remaining mortgage on said property (either existing or to be obtained) and wife shall be held harmless therefor.

3. The wife, Vickie Lynn McClure, shall receive the following personal property:

sofa	coffee table	end tables
lamp	print (Ocelot)	print (Nancy Ward)
dining room suite	feather tree	table
bamboo table	ceramics	macrame hanger
plants	vacuum cleaner	comforter
patio set	washer and dryer	chest of drawers
1/2 linens	1/2 dishes & silver	(upstairs-white)
antique hall tree	wedding pictures	Israel prints
goblets		

Further, the wife, Vickie Lynn McClure, will receive all personal property which she has in her possession as of the date of the signing of this Property Settlement Agreement, which is not specifically listed in this Property Settlement Agreement.

4. The husband, James Franklin McClure, Jr., shall receive the following:

Suzuki motorcycle	waterbed	camera equipment
TV	stereo	tapes and records
projector & screen	wine cabinet	mirror
custom made draperies	spread	statute
flowers	1/2 linens	1/2 dishes and silver
books and case	Print (Snow Leopard)	

The husband shall receive the parties' 1979 Datsun 280-Z automobile and will be responsible for the indebtedness thereon and agrees to hold the wife harmless thereof.

The wife shall receive the Ford Van, which has no outstanding payments due thereon.

The parties further agree to convey their interest in the titles to these vehicles to the respective party granted such in said vehicle.

5. Husband shall receive the parties' power boat and all right, title and interest in and to the Power Boat shall be divested from the wife and the same shall be vested in the husband. Any outstanding indebtedness on said boat shall become the sole responsibility of the husband and he agrees to hold the wife harmless therefor.

6. The husband shall assume all obligations and liabilities on the following debts listed:

Ford Credit Union, approximately $1000.00
First American National Bank loan - approximately $1500.00
Personal Line of Credit, approximately $1300.00

Further, the wife will not be held liable for any alimony previously granted by this Court and such alimony demands and payment are waived at the signing of this Property Settlement Agreement.

Further, the parties shall pay their own respective attorneys of record.

7. The husband shall be entitled to possession to the parties' condominium which is being granted to the wife under this Property Settlement Agreement for 90 days from the date of the granting of this divorce, which is anticipated to be July 14, 1980, at 9:00 a.m. in the Fifth Circuit Court. Further, the husband will be responsible for payment of all maintenance fees through the date of his moving from the premises, which is anticipated to be 90 days from July 14, 1980. Further, the husband shall be responsible for the mortgage payments on the condominium until his removal from the premises, which is anticipated 90 days from the granting of the divorce on July 14, 1980, if so ruled by the Fifth Circuit Court of Nashville, Davidson County, Tennessee.

8. This agreement shall take effect immediately upon the signing of same by the parties.

9. This agreement shall be governed by the laws of the State of Tennessee.

10. This agreement contains the entire agreement between the parties and there are no understandings either expressed or applied not specifically contained herein.

11. Each party shall at all times and from time to time hereafter, take any and all steps to execute, acknowledge and deliver to the other party, any and all further instruments and assurances that the other may reasonable require for the purpose of giving full force and effect to the provisions of this Agreement.

12. It is understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation for any reason not herein stated. The provisions of this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the following have subscribed their names on the dates below.

s/ Vickie Lynn McClure
VICKIE LYNN McCLURE

WITNESS:

Date: July 5, 1980.

_____

s/James Franklin McClure, Jr.
JAMES FRANKLIN McCLURE, JR.

WITNESS:

Date: 7/3/80

_____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the within named Vickie Lynn McClure, the "wife" herein, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

BOOK 5655 PAGE 113

Witness my hand and official seal at Nashville, Tennessee, on this the 5th day of July, 1980.

s/ Rosalee M. Roach
NOTARY PUBLIC

My Commission Expires:

7-17-83

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the within named James Franklin McClure, Jr., the "husband" herein, 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 3rd day of July, 1980.

s/ James L. Curtis
NOTARY PUBLIC

My commission expires:
8-2-80"

Docket No. 96694 Minute Book 40C / Page 1797

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~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JAMES FRANKLIN McCLURE, JR. *Plaintiff, and* VICKIE LYNN McCLURE *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* 24th *day of* September *in the year one thousand nine hundred and* eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. Knight, *D. C.*

Form #GR-117

It is further, ORDERED, ADJUDGED AND DECREED that Vickie Lynn McClure shall have her maiden name of Belcher restored.

It is further ORDERED, ADJUDGED AND DECREED that the parties, each, be required to pay one-half the costs of this cause for which execution may issue if necessary.

ENTER THIS 5th day of August, 1980.

s/ Stephen North
JUDGE

APPROVED FOR ENTRY:

James L. Curtis
JAMES L. CURTIS
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that I have mailed a copy of the foregoing Final Decree to Howard F. Butler, Attorney for Vickie Lynn McClure, 12th Floor, First American Center, Nashville, TN 37238, this 16th day of July, 1980.

James L. Curtis
JAMES L. CURTIS