Map 148-5-Par. 35

BOOK 5713 PAGE 581

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUDY DIANNE HOLLAND LADD]

-vs-] NO. 95091

ANTHONY MARK LADD]

FINAL DECREE

This cause came on to be heard on the 10th day of May, 1979 before the Honorable Hamilton Gayden, Judge, upon the original petition for absolute divorce filed by complainant, personal service of process upon the defendant, default judgment being duly granted, submission to the Court for approval of a property settlement agreement heretofore entered into by and between the parties, testimony of complainant, statement of counsel and from the entire record in this cause. From all of which it appears to the Court that irreconcilable differences exist between the parties pursuant to T.C.A. §36-801, et seq., as amended 1977. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Judy Dianne Holland Ladd, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore entered into by and between the parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

WHEREAS, there is presently pending in the First Circuit Court of Davidson County, Tennessee a complaint for absolute divorce filed by JUDY DIANNE HOLLAND LADD, hereinafter referred to as "Wife," against ANTHONY MARK LADD, hereinafter referred to as "Husband," under Docket Number 95091, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have both been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. The absolute care, custody and control of the three minor children of the parties, to-wit: Barbara Dianne Ladd, Allison Michelle Ladd and Rebecca Anne Ladd, shall be awarded to the Wife with the right of reasonable visitation reserved to the Husband.

3. The house and lot of the parties located at 3797 Turley Drive, Nashville, Davidson County, Tennessee shall be awarded as the exclusive property of Wife, subject, however, to a lien in favor of Husband, as follows: Should Wife sell the home prior to December 31, 1980, Husband shall receive one-half of the net equity derived therefrom. Should Wife decide to keep the home and reside therein, and if the home is not sold on or before December 31, 1980, then upon that date Husband's lien shall become a lien in the amount of $10,000.00 and Wife shall be required to pay Husband the lump sum of $10,000.00 cash and Husband agrees to execute a release of his lien and in any all other lien rights against the home.

4. The parties recognize that Wife is presently attending nursing school and anticipates graduating some time in June of 1980. Therefore, until June of 1980, Husband agrees to pay the following: house note; all utility bills, except the telephone; all outstanding bills; charge

accounts; all hospital, doctor and medical expenses for Wife and the minor children; Wife's tuition and books for attending school; to help with the expense of children's clothing.

After Wife graduates from school or should she terminate her education earlier, then Husband will begin paying the sum of $350.00 per month for the support and maintenance of the minor children and shall no longer be responsible for payment of the aforementioned debts.

5. Husband shall be allowed to claim the minor children as exemptions for federal income tax purposes for the taxable years 1979 and 1980. Thereafter, the parties shall negotiate who shall be allowed to claim the minor children.

6. The 1976 Chevrolet Vega shall be awarded to Wife and the 1977 Toyoto shall be awarded to Husband, it being his responsibility to pay the balance of mortgage indebtedness thereon.

7. All the household furniture and furnishings shall be awarded as the exclusive property of the Wife, with the exception of the bedroom suite and stereo, which shall be awarded to Husband.

8. Husband agrees to maintain in full force and effect hospital, medical and dental insurance coverage for the benefit of the minor children until they attain their majority and to pay all hospital, doctor, medical and dental expenses not covered by insurance.

9. Husband agrees to maintain in full force and effect his present life insurance policy with PRUDENTIAL LIFE Insurance Company, in the face amount of $_____, with the minor children designated as the irrevocable beneficiaries thereon.

10. The parties agree to divide the IBM stock and savings bonds equally, each party receiving one-half thereof.

11. Husband agrees to pay Wife's solicitor of record, Robert L. Jackson, a total attorney fee of $350.00, along with the costs of this cause.

Both parties agree to sign any and all deeds, documents, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof and that they

have signed same voluntarily.

WITNESS OUR HANDS, this 26 day of April, 1979 as to Wife, and the 24 day of April, 1979 as to Husband.

Judy Dianne Holland Ladd
WIFE

Anthony Mark Ladd
HUSBAND

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 JUDY DIANNE HOLLAND LADD, who made oath that she executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 26 day of April, 1979.

J. Pam Yates
NOTARY PUBLIC

My C. E. 1-15-83

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 ANTHONY MARK LADD, who made oath that he executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 24 day of April, 1979.

J. Pam Yates
NOTARY PUBLIC

My C. E. 1-15-83

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

JUROR

APPROVED:

Attorney for Complainant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel.

This the 1st day of May 1971.

MINUTES ON THE FOURTEENTH

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IDENTIF. REFERENCE

BOOK 5713 PAGE 586

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Minute Book 147 A Page 77

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* JUDY DIANNE HOLLAND LADD *Plaintiff, and* ANTHONY MARK LADD *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* 6th *day of* February *in the year one thousand nine hundred and* eighty-one *and in the* 2-5th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Lucy Woods, *D. C.*

Form #GR-117