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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MILTON HAROLD WHITE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 80-D-3466
	)	
DEBORAH ANN WHITE,	)	
	)	
Defendant.	)	

FINAL DECREE

This matter came on to be heard on the 26 day of January, 1981, before the Honorable Benson Trimble, Judge. It appearing to the Court, upon statement of counsel for both parties that the parties hereto have voluntarily entered into a property settlement agreement and upon statement of counsel for defendant-counter plaintiff that she desired to withdraw her "Answer and Cross-Petition," which motion appeared reasonable and proper to the Court. It further appearing to the Court from testimony of Milton H. White, plaintiff, that irreconcilable differences have arisen between the parties; that this complaint for divorce has been on file and served for more than sixty (60) days; that there are no children of this marriage; and that the parties hereto have entered into an equitable written agreement settling their respective property rights and that, therefore, the plaintiff should be granted a divorce pursuant to provisions of T.C.A. 36-801 (II).

It is, therefore, ORDERED, ADJUDGED and DECREED that the defendant-counter plaintiff, Deborah Ann White be, and hereby is, allowed to withdraw her "Answer and Cross-Petition."

It is, further ORDERED, ADJUDGED and DECREED that the original plaintiff, Milton Harold White, be and hereby is, granted an absolute divorce from Deborah Ann White and that the bonds of matrimony heretofore subsisting between the parties be dissoved forever.

It further appearing to the Court that the parties hereto have entered into a property settlement agreement, said agreement

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into by and between MILTON HAROLD WHITE and DEBORAH ANN WHITE this 16 day of January, 1981.

Whereas, MILTON HAROLD WHITE and DEBORAH ANN WHITE are presently married but have been living separately since July of 1980; and

Whereas, the parties hereto acknowledge that certain irreconcilable differences have been encountered in their marriage to the extent that there is a divorce suit presently pending in the Circuit Court of Davidson County, Tennessee; and

Whereas, the parties desire now and forever to settle all questions and disputes between them regarding their properties and the rights to properties arising out of their marriage;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises made herein, the parties agree as follows:

1. MILTON HAROLD WHITE shall have all right, title and interest in the 1979 Chevrolet pick-up truck titled in his name and DEBORAH ANN WHITE does hereby release and quitclaim to him any right, title and interest she may have in said 1979 Chevrolet pick-up truck.

2. DEBORAH ANN WHITE shall have all right, title and interest in a 1979 Pontiac Trans-Am presently titled in her name and MILTON HAROLD WHITE shall release and quitclaim to her all right, title and interest he claims in said vehicle, upon fulfillment of the following conditions precedent: it being understood that MILTON HAROLD WHITE shall make no further payments on the purchase note for said vehicle past January of 1981 and that if he shall be called upon by any creditor to make payment on said vehicle after said date, DEBORAH ANN WHITE shall indemnify and hold MILTON HAROLD WHITE harmless from said liability or any said claim or debt thereby occurring; provided, further, that if DEBORAH ANN WHITE shall fail to indemnify him as above agreed, the parties agree that MILTON HAROLD WHITE shall retain an equitable interest in said vehicle to the full

extent of all payments he has made at any time thereon and that said equitable interest may be enforced by demand for sale of said vehicle at any time thereafter and that if said demand by MILTON HAROLD WHITE is not immediately honored by DEBORAH ANN WHITE, it may be enforced in Court. If DEBORAH ANN WHITE retires the purchase note on said vehicle, all interest of MILTON HAROLD WHITE shall be thereby extinguished.

3. DEBORAH ANN WHITE hereby agrees to transfer and quit-claim to MILTON HAROLD WHITE all right, title and interest she may have to the real property and home of the parties at 6536 Mercomatic Court, Nashville, Davidson County, Tennessee. Parties expressly waive full recital herein of the property description and, further, DEBORAH ANN WHITE agrees to sign said quitclaim within one (1) month of the execution of this agreement.

4. Parties agree that DEBORAH ANN WHITE shall have full right, title and interest -- and MILTON HAROLD WHITE does hereby release any claim -- in the following property and items of the parties:

one (1) brass bed, mattress and set of springs

one (1) brass tree stand

one (1) Mediterranean bedroom suite, mattress and springs

one (1) wicker rocker

one (1) green rocker

one (1) curio cabinet

one (1) figurines set

one (1) cuckoo clock

one (1) wooden spoon and fork set

one (1) set of jello molds

one (1) set of candle holders

all "home interior" items

one (1) den clock

one (1) set of china "turkey" dishes

all of her personal tapes and albums

all artificial flowers

one (1) cannister set

one-half (1/2) the wedding pictures

the picture of herself

both one (1) deep fryer and one (1) slow cooker

all of her personal clothing, mementos and jewelry

Parties further agree that any and all remaining items shall be the sole property of MILTON HAROLD WHITE and that DEBORAH ANN WHITE does hereby release any claim thereto.

5. Parties agree henceforth to incur no debt on account of one another and each shall be responsible for his or her attorneys fees.

6. Parties expressly acknowledge that this agreement is voluntarily entered into after full consultation with their respective attorneys and that it is their intent that this agreement be a full and final settlement of their respective and joint rights to property.

7. Parties expressly acknowledge that this agreement shall in no way impair the right of either of them to seek or obtain a divorce decree. It is the intent and agreement of the parties that this agreement be incorporated in any final decree of divorce obtained be either of them.

This 16 day of January, 1981.

Witness: Harold E. Collins — Deborah Ann White
DEBORAH ANN WHITE

Witness: Joe R. Lee — Milton Harold White
MILTON HAROLD WHITE

And it further appearing that this agreement is equitable, proper and should be approved by incorporation in this decree,

It is, further, ORDERED, ADJUDGED and DECREED that the aforesaid Property Settlement Agreement be, and hereby is, approved and incorporated as a part of this Final Decree.

Judge

APPROVED FOR ENTRY:

DODSON, HARRIS, ROBINSON & ADEN

1-26-81

By _____
Attorneys for Milton Harold White

Harold E Collins
Harold E. Collins, Attorney for
Deborah Ann White

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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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between Milton Harold White *Plaintiff, and* Deborah Ann White *Defendant, as same remain of record in said Court.*

True Copy
CERTIFIED

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 2nd *day of* March *in the year one thousand nine hundred and* Eighty-One *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk*

By _____ *D.C.*