IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHERRY ELAINE MANGRUM)
)
Plaintiff)
)
VS.) NO. 80D-4261
)
RANDALL WAYNE MANGRUM)
)
Defendant)

BOOK 5740 PAGE 173

FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable Joe C. Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by Plaintiff, the Defendant having been duly served with process, and he having made Answer but having withdrawn that Answer so that this matter might proceed on the grounds of Irreconcilable Differences; and upon written notarized Property Settlement Agreement, as amended, executed by and between the parties, which Agreement disposes of their real and personal property, and provides for the care, custody and maintenance of the parties' minor child; and upon a set of written Interrogatories submitted to the Court by Plaintiff, from all of which the Court finds that certain Irreconcilable Differences have arisen between the parties in their marriage relationship, thereby entitling Plaintiff to an Absolute Divorce under the terms and conditions of T.C.A. 36-801 (11); and it further appearing to the Court that the Property Settlement Agreement submitted by the parties does make adequate and sufficient provision for the custody and maintenance of the parties' minor child, and for the equitable settlement of all property rights between the parties, and should be approved as submitted; it is, therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties should be, and the same hereby are, forever and perpetually dissolved, and the parties are restored to all the rights and privileges of unmarried persons. It is further

ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement heretofore submitted by the parties should be, and the same hereby is, adopted and incorporated into this Final Decree of Divorce, as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into the dates set forth by the signatures below, by and between SHERRY ELAINE MANGRUM, hereinafter referred to as "Wife", and RANDALL WAYNE MANGRUM, hereinafter referred to as "Husband", to wit:

WHEREAS, Wife has filed suit for an Absolute Divorce against Husband in the Third Circuit Court for Davidson County, Tennessee, on the grounds of Irreconcilable Differences, same being Docket Number 80D-4261, and

WHEREAS, both Husband and Wife desire to agree upon and fix their respective rights and duties and all other matters concerning the division of their real and personal property, and the custody and maintenance of their minor child, and

WHEREAS, both Husband and Wife hereby acknowledge that they enter into this Agreement freely and voluntarily and without coercion of any nature, and for the purpose of fulfilling the requirements for a divorce on the grounds of irreconcilable differences,

WHEREFORE, in settlement, adjustment and compromise of all property rights, child custody, maintenance, support, and all matters relating to or arising out of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, Husband and Wife herewith agree and covenant as follows:

1. Wife shall have sole care, custody and control of the parties' minor child, BONNIE GAYLE MANGRUM, with reasonable and liberal rights of visitation reserved to Husband. It is agreed that Husband shall give to Wife, not less than twelve (12) hours' notice of his intention to exercise visitation rights.

2. Husband shall pay directly to Wife, the sum of Twenty and NO/100 ($20.00) Dollars per week, each week, as child support for the parties' minor child, effective immediately, and continuing until August 1, 1981, whereupon said child support shall increase to the amount of Thirty Five and NO/100 ($35.00) Dollars per week. It is expressly agreed and understood between Husband and Wife that as Wife's needs shall increase for child support, the amount of support shall be subject to increase. It is further agreed and understood that Wife shall be allowed to claim the child as a deduction for her income tax purposes.

3. At the time this Property Settlement Agreement is approved by the Court, Wife shall convey to Husband, by Quit Claim Deed, all of her right, title and interest in and to the parties' house and lot known as 3831 Pacifica, Hermitage, Tennessee 37076, subject to any indebtedness thereon. Husband shall pay to Wife for her interest so conveyed, the sum of $12,000.00, upon the following terms: In the event said property is sold by Husband, or in the event Husband shall transfer or convey any interest in said property to any other person, or in the event of Husband's death, the entire balance due to Wife on this obligation shall be paid to her. In the event that said property is not sold by Husband on or before February 1, 1982, Husband shall commence making monthly payments to Wife on this indebtedness, beginning February 2, 1982,,in monthly installments of not less than $100.00, each, due on or before the 10th day of each month. It is expressly understood and agreed that this obligation shall be a lien against said property until paid in full and that if Husband shall default in payment of said obligation, Wife may Petition this Court for an Order of Sale so as to receive the remaining balance due to her. In addition, it is agreed and understood that any default by Husband in the prior mortgage obligations against this property shall also be considered a default in his obligation to Wife under this Agreement, entitling her to elect her remedies therefor. Said property is more fully described according to Exhibit A, attached hereto.

4. Husband shall be solely responsible for the first and second mortgage obligation on said real property, and agrees to indemnify and hold Wife harmless therefrom.

5. Wife shall have as her sole property, the 1978 Ford Pinto automobile, subject to the loan thereon, free and clear of any claim by Husband.

6. Wife shall receive as her sole property, all of her items of strictly personal use, and all of her personal items and other possessions now in her possession, including her wedding rings, free and clear of any claim by Husband.

7. Husband shall receive as his sole property, free and clear of any claim by Wife, the parties' two couches, two chairs, and rocking chair, subject to the debt thereon at Associates Financial Services of Lebanon, and Husband agrees to hold Wife harmless from said debt.

8. Husband shall receive as his sole property, free and clear from any claim by Wife, all of his items of strictly personal use, which are now in his possession.

9. Wife shall assume as her sole responsibility, and agrees to hold Husband harmless from, payments of the parties' debts owed to State Farm Insurance for the child's life insurance, and Wife shall be made sole beneficiary on said policy; her automobile insurance; the balance owing to Drs. Hirshberg, Howard, Couden, and Memorial Hospital. In addition, Wife agrees to pay and hold Husband harmless from, her personal loan at Mid State Educators Credit Union, in the approximate anount of $1,467.28.

10. Husband shall assume as his sole responsibility, and agrees to hold Wife harmless from, payment of the parties' debts owed to State Farm Insurance for the policy on his own life; the Donelson Clinic bill; the Ravenwood Country Club membership; his truck insurance; the accounts at Sears, Visa and Amoco; and the standard household bills since the time of separation (NES, telephone, etc.). In addition, Husband shall be solely responsible for, and agrees to hold Wife harmless from, the personal loan in his name at Mid State Educators Credit Union, in the present approximate amount of $982.75.

11. Wife shall be solely responsible for paying her Attorney's fees and the Court costs of this cause.

12. Any income tax refund for the years 1980 and before, shall be divided equally between Husband and Wife.

13. Husband agrees to maintain medical insurance on the parties' minor child, in the amount at least equal to that which is presently in force. The parties shall divide equally, any and all expenses for medical, dental, and optical services for the minor child which are not covered by said insurance. In addition, Husband agrees to maintain the policy of insurance on his own life, or one of at least equal value, with the parties' minor child as named beneficiary.

14. The parties each agree to execute any documents which may be necessary to effectuate the intent of this Agreement.

15. This Agreement shall be submitted to the Honorable Judge of the Third Circuit Court for Davidson County, Tennessee, and if approved shall be incorporated into and made a part of any Decree of Divorce granted on the grounds of Irreconcilable Differences, but if disapproved shall be of no force and effect,

Husband and Wife each acknowledge that the provisions in this Property Settlement Agreement are fair, adequate, and satisfactory and each accepts them in full and final settlement of all claims and demands except as provided in this Agreement. 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 other reason not herein stated. Both parties acknowledge that this Agreement is being entered into voluntarily, for the purpose of satisfying the requirements of an Absolute Divorce in the Circuit Court for Davidson County, Tennessee, on the grounds of Irreconcilable Differences. Further, this instrument is the entire Agreement between the parties, and each acknowledge receipt of a copy of this Agreement.

This Agreement shall be submitted to the Honorable Judge of the Third Circuit Court for Davidson County, Tennessee, and if approved shall be incorporated by reference and attachment, into any Final Decree of Divorce entered on the grounds of Irreconcilable Differences, but if disapproved shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their signatures this the ___ day of Febraury, 1981.

/S/
SHERRY ELAINE MANGRUM

/S/
RANDALL WAYNE MANGRUM

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are taxed against the Plaintiff, for which execution may issue if necessary.

JOE C. LOSER, Judge

4/23/81
Date

APPROVED FOR ENTRY:

John T. Gwin
Attorney For Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this Final Decree of Divorce has been sent by U. S. Mail, postage pre-paid, to the Hon. Elliott Ozment, Attorney for Defendant, 5th Floor, Fidelity Federal Building, Nashville, Tennessee 37219, this the 12th 21st day of April, 1981.

John T. Gwin

EXHIBIT A

Being Lot Number 6 on the Plan of Hermitage Hills, Addition to Section 4, as of record in Book 3842, page 128, Register's Office for said County.

Said Lot fronts 75 feet on the southeasterly side of Pacifica Drive and runs back 140 feet on the northeasterly line and 142 feet on the southwesterly line, to a dead line in the rear on which it measures 78.9 feet.

Being the same property conveyed to Randall Wayne Mangrum and Sherry E. Robinson as joint tenants with the right of survivorship, by deed from Robert Lee Faulkner and wife, Grace Suzanne Faulkner, as of record in Book 4832, page 359, Register's Office for Davidson County, Tennessee.

Map 86-1
Parcel 50

RUSH

Approved For Entry:

/S/
John T. Gwin
Attorney For Plaintiff

/S/
Elliott Ozment
Attorney For Defendant

IDENTIF. REFERENCE
MAY 11 4 PM '81
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

G 40011

MB. 120C/2444

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* Sherry Elaine Mangrum *Plaintiff, and* Randall Wayne Mangrum *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* 27th *day of* Apr *in the year one thousand nine hundred and* 81 *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Dyer, *D. C.*