Map 162-7
Par 21

4-23-81
120C/2481

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 5747 PAGE 323

LINDA GREER WILKERSON )
)
VS. ) NO. 81D-102
)
JERRY RAY WILKERSON )

D E C R E E

This cause came on to be heard before the Honorable Joe C. Loser, Judge, Division III of the Circuit Court of Davidson County, Tennessee, upon the pleadings heretofore filed in this cause, service of process, and default judgment, the defendant having failed to respond within the time provided by law. From the testimony of the plaintiff, statement of counsel and a review of the record, the Court is of the opinion that the plaintiff did sustain her grounds for divorce, that is that such irreconcilable differences exist between the parties as to make a continuation of their marriage not in their best interest or the best interest of society as a whole.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff is awarded an absolute divorce from the defendant and that the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. The plaintiff is restored to all rights and privileges of an unmarried person.

It further appearing to the Court that the parties had entered into a Property Settlement Agreement and that the same shall become a part of this final decree in this cause, it is further ORDERED, ADJUDGED, and DECREED that said agreement is made a part of this decree as follows:

FILED
MAY 20 12 08 PM '81
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
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1981 JAN 12 AM 11:07
GEORGE C. ROOKER, CLERK

PROPERTY SETTLEMENT AGREEMENT

81D-102

THIS AGREEMENT is entered into by and between Linda Creer Wilkerson, hereinafter known as "Wife," and Jerry Ray Wilkerson, hereinafter known as "Husband;" and

WHEREAS, the parties are now husband and wife, but are living separate and apart; and

WHEREAS, the parties acknowledge that there are certain irreconcilable differences existing between the parties as to make a continuation of their marriage not in their best interests and not in the best interest of society as a whole; and

WHEREAS, Wife has caused to be filed in the Circuit Court of Davidson County, Tennessee, a petwtion for absolute divorce, alleging the existence of said aforementioned irreconcilable differences; and

WHEREAS, at this time, the parties desire to enter into a property settlement agreement disposing of their assets accumulated during the marriage, and resolving all questions pertaining to alimony, support, rights pursuant to the laws of descent and distribution, or any other obligation that one may have to the other as the result of their marriage, and/or questions pertaining to child support and child custody, the partes agree as follows:

(1) CHILD CUSTODY AND SUPPORT: The custody of the minor child of the parties, Nicole Rae, will be vested jointly in both Husband and Wife, but with the understanding that said child will be domiciled primarily with Wife, but with the right and privilege of the Husband to see and visit said child at all reasonable times and places. As support for said aforementioned child, Husband will pay to Wife the sum of $200.00 per month, payable directly to Wife by check or money order. In addition thereto, Husband will have the responsibility of meeting the medical and dental needs of said child and of providing sufficient medical and/or hospitalization insurance to take care of any eventuality

requiring medical treatment and/or hospitalization of said child. In addition thereto, and it being anticipated by the parties that due to the condition of the child, that in the future, the child will need special schooling and/or special school requirements, it is further agreed by and between the parties that such will be the responsibility of the Husband.

(2) REAL PROPERTY: The home of the parties located at 75 Benzing Road in Antioch, Tennessee, and now owned by the parties as tenants by the entirety will hereinafter become the absolute and sole property of the Wife, but subject to certain conditions hereinbelow set forth. Husband will execute any and all documents necessary, including deeds, etc., to transfer the title of said home into the name of the Wife. Upon title to said property being vested in Wife, Wife will have the responsibility of paying the balance of the mortgage indebtedness owed thereon, and will hold Husband harmless therefrom. It being acknowledged by both parties that at the present time that the roof on the house is in a poor state of repair and in need of replacement, and for the considerations hereinabove and hereinbelow set forth, the parties further agree that the roof will be repaired as expeditiously as possible, and that both parties shall share equally in the expenses thereof. It being recognized by the parties that the Husband has an equitable interest in said real property, it is further agreed to by and between the parties that simultaneously with Husband's transfer of his interest in said property to Wife, that a lien will be declared against said property and in favor of the Husband, and in the amount of $ 13,500.00. Said lien will be non-interest bearing, and will be unenforceable by Husband for so long as Wife remains unmarried and/or continues to live in said house. It is the express intention of the parties that for so long as Wife remains unmarried and continues to live at said property, that Wife shall

retain said property under her exclusive control and possession, and that Husband's lien will not be enforceable. Should Wife choose to sell said aforementioned property, or should Wife remarry, then and in that event, the Husband's lien will immediately become due and payable. For so long as he has the legal responsibility for the support of the child alluded to in Item (1) above, should Husband fail to make the monthly child support payments as set forth in Item (1) above, or such child support payments as may be subsequently assessed by the Court, then and in that event, Wife shall have the right to deduct the total amount of child support arrearage from the value of Husband's lien against the real property.

(3) PERSONAL PROPERTY: Each party will retain the household furnishings in their respective possessions, or as may be agreed upon by and between the parties, but with the exception of the fact that Wife will be awarded the appliances located in the home of the parties, consisting of the stove, the refrigerator, the washer and the dryer, all free and clear from any further claim by Husband.

It being acknowledged by the parties that the Husband has in his possession a walking horse that he intends to breed, and it being contemplated that a substantial profit may be realized from the sale of any offspring of said horse, it is further agreed by and between the parties that Wife will receive one-third of all sums of money realized from the sale of the walking horse, or of any colts born of said horse.

(4) AUTOMOBILES: The Wife will receive the 1977 Grenada automobile now titled in the name of the Husband. Wife will assume the responsibility for the balance of the mortgage indebtedness owed on said car, and Husband shall now or subsequently execute any and all documents necessary to transfer title of said vehicle into the name of Wife. Husband shall

receive the 260Z Datsun automobile in his possession, together with the truck in his possession, and will hold Wife harmless from any mortgage indebtedness existing thereon. Wife shall sign all documents necessary to transfer title of said automobiles into Husband's name.

(5) In the event that Wife's divorce action remains uncontested, and based upon the terms and conditions of this property settlement agreement, then and in that event, Wife will assume the responsibility of the payment of all of her own attorney's fees. Husband will be responsible only for the payment of the court costs.

THIS AGREEMENT represents a full and final settlement of all claims of any nature whatsoever that one may have against the other, and is acknowledged by the parties to be a fair and equitable division of their marital estate. It is understood by the parties that this property settlement agreement will be submitted to the Court at the hearing of Wife's divorce case, with the request that the same be made a part of the final decree, and with the understanding that both parties will be bound to the terms and conditions contained therein.

THIS AGREEMENT entered into at Nashville, Tennessee, on this the 9 day of ~~December~~ January, 1981.

Linda Greer Wilkerson

Linda Greer Wilkerson, "Wife"

STATE OF TENNESSEE )
COUNTY ~~OF~~ DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named Linda Greer Wilkerson, the "Wife," with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this the 9 day of December, 1980. Jan. 1981.

Notary Public

Commission Expires: 4/12/83

Jerry R. Wilkerson

Jerry Ray Wilkerson, "Husband"

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named

Jerry Ray Wilkerson, the "Husband," 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, on this the 9 day of December, 1980.

Sharla C. Cox

Notary Public

Commission Expires: 11/17/83

It is further ORDERED, ADJUDGED, and DECREED that custody of the minor child, Nicole Rae, will be vested jointly in both plaintiff and defendant, but with the understanding that said child will be domiciled with the wife with all reasonable visitation privileges afforded defendant and subject to all of the provisions set forth in Item 1 of the Property Settlement Agreement.

It is further ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to the real property formerly owned by the parties as tenants by the entirety and located at 75 Benzing Road in Nashville, Tennessee, as is now vested in the defendant shall be divested out of the defendant and said property shall hereafter become the sole and exclusive property of the plaintiff in fee simple title but subject to the lien hereinbelow declared.

Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 32 on the Plan of Antioch Park, Section I, as of record in Book 3600, page 96, Register's Office for said County.
>
> Said Lot No. 32 fronts 74.00 feet on the southerly side of Benzing Road and extends back 136.9 feet on the westerly line and 137.4 feet on the casterly line, to a line in the rear on which it measures 78.0 feet.
>
> Being the same property conveyed to Jerry Ray Wilkerson and wife, Linda Wilkerson from J. R. Tidwell and wife, Janice J. Tidwell of record in Book 4440, page 625, Register's Office, Davidson County, Tennessee.

The plaintiff will hereafter assume the sole responsibility for the payment of the existing mortgage indebtedness and will hold the defendant harmless therefrom. Subject to all of the provisions of Item 2 of the Property Settlement Agreement hereinabove set out, defendant shall be awarded a lien against said property in the amount of Thirteen Thousand Five Hundred Dollars ($13,500.00), but enforceable only in accordance with the provisions of Item 2 of the Property Settlement Agreement.

It is further ORDERED, ADJUDGED and DECREED that defendant will execute any and all documents necessary to transfer the title to the 1979 Granada automobile into the name of the plaintiff in accordance with the provisions of Item 4 of the Property Settlement Agreement.

The defendant shall pay the cost of this cause for which execution may issue if necessary.

Enter this ____ day of _____, 1981.

/s/ Joe C. Loser, Jr.
Joe C. Loser, Judge
4-23-81

CERTIFICATE OF SERVICE

I certify that I have mailed a copy of this decree to the defendant, Jerry Ray Wilkerson, at his last known address at 75 Benzing Road, Nashville, Tennessee, 37013, on this the 21 day of April, 1981.

/s/ Jack Norman, Jr.
Jack Norman, Jr.

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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* True Copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Linda Greer Wilkerson *Plaintiff, and* Jerry Ray Wilkerson *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* 20th *day of* May *in the year one thousand nine hundred and* Eighty-One *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
By Virginia Hutcheson, D. C.

Form #GR-117