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Mail settlement Proposed by
Robert L. Jackson
216 3rd Ave. North
Nashville, Tenn 37201

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Vatt D.C.

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TONI ELIZABETH ALLEN BOSLER]

Map - 162 - 6
Par 275

-vs-] NO. 80D-1854

MARK RANNARD BOSLER]

FINAL DECREE

This cause came on to be heard on the 22nd day of January, 1981 before the Honorable Stephen North, Judge, upon the original complaint for absolute divorce filed by complainant, answer and cross-petition filed by the defendant, subsequent agreement of the parties to allow this matter to be tried uncontested, submission to the Court for approval of a property settlement agreement heretofore entered into by and between the parties, testimony of the complainant, statement of counsel in open court and from the entire record in this cause. From all of which it appears to the Court that these parties have suffered irreconcilable differences pursuant to Tennessee Code Annotated, §36-801, et seq., as amended 1977. It is therefore

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

It is further ORDERED, ADJUDGED AND DECREED 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:

PROPERTY SETTLEMENT AGREEMENT BOOK 5747 PAGE 553

WHEREAS, there is presently pending in the Fifth Circuit Court of Davidson County, Tennessee a petition for absolute divorce filed by TONI ELIZABETH ALLEN BOSLER, hereinafter referred to as Wife, against MARK RANNARD BOSLER, hereinafter referred to as Husband, under Docket No. 80D-1854, 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, both these parties have 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 shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

2. The absolute care, custody and control of the three minor children of the parties, to-wit: Jennifer Lynn, Jeffrey Allen and Julie Elizabeth Bosler, shall be awarded to the Wife, with the right of reasonable visitation reserved to the Husband.

3. Husband agrees to pay the sum of $750.00 a month for the support and maintenance of the three minor children, said payments to be made directly to the Wife and to be due and payable $450.00 on the first of each month and $300.00 on the fifteenth of each month.

4. All right, title and interest which the Husband has in and to the house and lot of the parties located at 178 Ocala Drive, Nashville, Davidson County, Tennessee shall be divested out of him and the sole and exclusive ownership in said property shall be vested in the Wife, it being her responsibility to pay the balance of mortgage indebtedness thereon and to hold Husband harmless . In lieu of Husband's equitable interest in the aforementioned real property, he shall be awarded a judgment lien against the property in the amount of 25% of the net equity in the home as determined at the time that the home is sold voluntarily by Wife, or when she remarries or when the youngest child attains the age of eighteen (18) years, whichever is the first event to occur. Until the home is sold, Husband shall be responsible for 25% of the cost of all structural maintenance on the home or major repairs which are not considered ordinary upkeep.

5. All of the household furniture, furnishings, appliances, personal property, tools and yard equipment which are located at the home of the parties shall become the exclusive property of the Wife. All items of personal property which Husband has removed from the home prior to the signing of this Agreement shall become his exclusive propert

6. The 1976 Chevrolet Station Wagon shall become the exclusive property of the Wife and the Husband agrees to execute free, clear and unencumbered title to same upon the granting of the divorce.

7. Husband agrees to maintain in full force and effect hospital and medical and dental insurance coverage for the benefit of the minor children until they attain their majority. In addition thereto, he shall pay all major or extraordinary medical and dental expenses not covered by insurance. The term "extraordinary" for the purposes of this Agreement is defined as any one single medical expense in excess of $50.00.

8. Husband agrees to maintain in full force and effect life insurance policies presently in effect on his life as specified in the attached Exhibit "A" with the minor children designated as the irrevocable beneficiaries thereon until the youngest child attains her majority.

9. Husband agrees to designate the three children as the irrevocable beneficiaries of his profit sharing retirement plan in the event of his death.

10. Husband shall be allowed to claim the three minor children as exemptions for federal income tax purposes provided he complies with all the terms and conditions of this Agreement.

11. Husband shall be responsible for paying all outstanding indebtedness of the parties incurred on or before December 31, 1979, and shall hold Wife harmless and indemnify her from any liability. Wife shall be responsible for and shall hold Husband harmless for all outstanding indebtedness she incurred after December 31, 1979.

12. Husband agrees to pay for the repair of the color television presently being used by the children at the residence.

13. Husband agrees to pay Wife's solicitor of record, Robert L. Jackson, a total attorney fee of $500.00, said fee to be paid one-half upon the signing of this Agreement and the remaining one-half within ninety days thereafter.

14. Husband shall be responsible for paying the final court costs.

15. Wife hereby waives, relinquishes and forever releases Husband from any and all claims for alimony, past, present and future other than as is contained herein.

Both parties agree to sign any and all deeds, titles, documents 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 4 day of Dec, 1980 as to Wife, and the 11th day of December 1980 as to Husband.

Toni Elizabeth Bosler
WIFE

Mark R. Bosler
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 TONI ELIZABETH ALLEN BOSLER, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee this 4 day of Dec., 1980.

J. Leon Gibbs
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 MARK RANNARD BOSLER, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 11th day of December 1980.

[illegible]
NOTARY PUBLIC

My C. E. 6-17-83

[illegible] of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

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Enter This 17th Day of February, 1981

JUDGE

APPROVED

Sol. for Complainant

IDENTIF. REFERENCE

DAVIDSON COUNTY, TENN.
FELIX Z. WILSON REGISTER
MAY 20 3 38 PM '81

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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 13 day of May 1981.

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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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* TONI ELIZABETH ALLEN BOSLER *Plaintiff, and* MARK RANNARD BOSLER *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* 18th *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 Sue Woods, *D. C.*