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IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

KATHARINA DEN HERTOG)
)
VS.) NO. 80 D - 166
)
CORNELIS DEN HERTOG)

BOOK 5749 PAGE 480

FINAL DECREE

This cause came on to be heard on the 2nd day of April, 1981 before Honorable Joe C. Loser, Jr., Judge, Third Circuit Court, Davidson County, Tennessee upon Plaintiff's Complaint for absolute divorce, default judgment entered against the Defendant, testimony of the Plaintiff submitted on written Interrogatories, notarized Property Settlement Agreement signed by the parties herein, and upon the entire record herein from all of which the Court finds that the parties have irreconcilable differences; that there are no minor children born of the parties; that the parties have entered into a notarized Property Settlement Agreement, and that the Complaint for divorce has been on file for more than sixty (60) days.

It is therefore ORDERED and DECREED by the Court that the Plaintiff, Katharina Den Hertog, be and is hereby awarded an absolute divorce from the Defendant, Cornelis Den Hertog, and she is restored to all the rights and privileges of an unmarried person.

It is further ORDERED and DECREED by the Court that the notarized Property Settlement Agreement is approved and is hereby made the judgment of the Court. Said Agreement being attached hereto as Exhibit "A", and is incorporated herein by reference.

It is further ORDERED and DECREED by the Court that the Defendant, Cornelis Den Hertog, pay the costs of this cause for all of which let execution issue if necessary.

JUDGE

4/2/81

APPROVED FOR ENTRY:

Jerry McNabb

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Final Decree has been mailed to opposing counsel, Robert L. Jackson, Attorney, 216 Third Avenue, North, Nashville, Tennessee 37201, this the 31 day of March, 1981.

Jerry McNabb

ATTORNEY

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

KATHARINA DEN HERTOG)
)
VS.) NO. 80 D-166
)
CORNELIS DEN HERTOG)

BOOK 5749 PAGE 482

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Third Circuit Court of Davidson County, Tennessee, under docket number 80D-166, a Complaint for absolute divorce filed by Katharina Van Eendenburg Den Hertog hereinafter designated as the Wife, against Cornelis Den Hertog, hereinafter designated as the Husband, and

WHEREAS there are irreconcilable differences between the parties and they are living separate and apart and desire to enter into a Property Settlement Agreement and submit the same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties are aware of their rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

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

2. All right, title and interest which the Husband has in and to the home of the parties located at 408 Nesbitt Lane, Nashville, Davidson County, Tennessee, will be hereby divested out of him and reinvested solely and exclusively in the name of the Wife. The Husband agrees to pay the mortgage indebtness, taxes, insurance and upkeep on said residence for twelve (12) consecutive months from the date of the Final Decree, plus the time required in which to sell said property, and thereafter, the Wife, (if she decides not to sell) shall assume responsibility for the mortgage indebtedness, taxes, insurance and upkeep thereon, to include

house and grounds, and hold the Husband harmless thereon. Should Wife agree to the sale of the property located at 408 Nesbitt Lane, Madison, Tennessee, then it shall be sold at a fair market price agreeable to her.

3. All right, title and interest which the Husband has in and to the duplex located at 4117 Rockdale Avenue, Nashville, Tennessee shall be divested from him and reinvested solely in the name of the Wife and it shall be her responsibility to assume the balance of the mortgage indebtedness thereon, as well as upkeep of the premises, and hold the Husband harmless on these payments.

4. All right, title and interest which the Husband has in and to the 1978 Chevrolet Camaro automobile shall be divested out of him and title to said automobile shall be vested solely in the Wife, free, clear and unencumbered.

5. The parties acknowledge at the time of the signing of this Agreement that they have certain cash, certificates of deposit, stocks and bonds totaling fifty-eight thousand, nine hundred and nineteen ($58, 919.00) dollars and these items of personal property will be divided equally between the parties with each party in the first instance receiving twenty-nine thousand, four hundred, sixty ($29,460.00) dollars on the date of the entry of any Final Decree of divorce in this cause, provided, however, that the seventy-two hundred ($7,200.00) dollars Husband paid for a car will come out of his one-half (1/2) of the cash and stock proceeds. Likewise, deducted from the Husband's share shall be fifteen hundred ($1,500.00) dollars of a three thousand ($3,000.00) dollars obligation to Husband and Wife of the parties' son, Robert, which obligation shall thereafter be from the son to Husband only, as between Husband and Wife. Accordingly, Wife shall ultimately receive forty thousand, one hundred sixty dollars ($40,160.00) cash which shall include the sum of two thousand ($2,000.00) dollars for replacement of leather furniture which the Husband shall receive. The Wife shall also receive an additional ten thousand ($10,000.00) dollars cash from the Husband to offset his investment in the Portland business and the total cash settlement to Wife shall be in the

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amount of fifty thousand, one hundred sixty dollars ($50,160.00) cash. The Wife acknowledges receipt of seventy-five hundred ($7,500.00) dollars and the Husband shall immediately upon the execution of this Agreement, place with the Wife's attorney, to be held in escrow, the additional sum of forty-two thousand, six hundred sixty ($42,660.00) dollars in cash, said amount to be distributed to Wife upon the entry of the Final Decree in this cause.

The Husband shall receive eighteen thousand, seven hundred fifty ($18,750.00) dollars, which shall represent his distributive share of the parties' cash, certificates of deposit, stocks and bonds.

6. Husband agrees to maintain in full force and effect his regular DuPont life insurance policies as per the attached Exhibit "A" with the Wife designated as the irrevocable beneficiary thereon until such time as she dies or remarries, whichever is the first event to occur. Upon the retirement of Husband, or his leaving DuPont for any reason, he shall continue to pay the premiums on the DuPont insurance then in effect, but no less than one hundred thousand ($100,000.00) dollars as per the Attached Exhibit "A" until such time as Wife dies or remarries, whichever is the first event to occur.

7. Husband is to cash in certain insurance policies and agrees that the Wife shall receive one-half (1/2) of any amount exceeding ten thousand ($10,000.00) dollars derived from these policies. Said policies are: Metropolitan Life, Policy #707-014631PR, Prudential Insurance policy number #35293304, Prudential Insurance, policy #28248139, and Prudential Insurance, policy #29516143.

8. The parties acknowledge that they have heretofore divided the furniture, furnishings and household appliances except that the Husband shall receive the leather furniture, for which he agrees to provide the Wife at the time of the settlement the sum of two thousand ($2,000.00) dollars in cash as set forth in paragraph five (5) above for the purchase of suitable and comfortable replacement furniture. The Husband agrees, however, that the leather furniture shall remain with the Wife until the sale of the home at 408 Nesbitt Lane, Madison, Tennessee. Should the

Wife decide not to sell the said home, then she shall return the leather furniture to the Husband within one (1) year from the entry of the Final Decree of divorce in this case.

9. The Husband agrees to pay directly to the Wife, in the form of permanent alimony, originally the sum of twelve hundred, four dollars and fifty cents ($1,204.50) per month. After the sale of the parties' home place, heretofore referred to in this Agreement, or after one (1) year from the execution of this Agreement should the Wife decide not to sell the said home place, then the amount of alimony being paid to the Wife by the Husband at that time shall be increased by the sum of three hundred ($300.00) dollars per month. Any alimony being paid to the Wife shall continue until the Wife dies or remarries, whichever the first event to occur. Should the Husband receive an increase in his/salary, then the percentage of increase DuPont CLH 9-7-81 in gross salary income shall be likewise granted to the Wife in monthly increases in alimony, even if such salary increase shall occur prior or after to the entry of the Final Decree of divorce in this cause. Such percentage of increase shall expressly apply to the first sentence of this paragraph. The Husband agrees to furnish a copy of his salary stubs showing increases in salary in the month prior to the increase taking effect and also in the month that the increase in salary takes effect. Upon Husband retiring from or leaving DuPont for any reason, he shall furnish Wife a copy of his tax returns as his income from all sources, including DuPont retirement.

10. Husband agrees to refrain from removing any property from the Nesbitt Lane property without Wife's explicit approval.

11. All right, title and interest which the Wife has in and to the partnership property located at Lakeside Apartments, 600 Jones Street (Cumberland Properties Partnership), Advanced Tax and Income Services Partnership, 1008-B Forrest Avenue, the W. T. Hardison property in Portland, Sumner County, Tennessee, and the condominium located at 1301 Neely's Bend Road, Madison, Davidson County, Tennessee, shall be divested out of the Wife and the sole and exclusive ownership in said property shall be vested in the Husband and it shall be his responsibilities to pay

the balance of mortgage indebtedness thereon, holding the Wife harmless.

12. Upon the signing of this Agreement, both parties agree to sign any and all deeds, documents or instruments necessary to transfer title to the individual receiving the property in order to carry out the full purpose and intent of this Agreement. The parties agree to pay their respective attorney fees, however, the Husband agrees to pay all Court costs incident to this cause.

13. The Husband agrees to pay the monthly costs of hospital and medical insurance coverage for the benefit of the Wife until such time as the Wife becomes employed and is furnished such coverage through her employer, or until the Wife dies or remarries, whichever is the first event to occur.

Both parties agree that this Agreement is binding upon themselves, their heirs, representatives, assigns, successors, or estates.

Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, understand its contents, and sign it voluntarily after being duly advised by counsel.

Witness our hands, this the 20 day of January, 1981, as to the Wife, and the 25 day of January, as to the Husband.

Cornelis Alb. den Hertog
HUSBAND

Katharina Alb. den Hertog
WIFE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, in and for the county and state aforesaid, the within named KATHARINA VAN EENDENBURG DEN HERTOG, with whom I am personally acquainted and who made oath in due form of law that she has read this Property Settlement Agreement, and execute the same freely and of her own free will for the purposes therein contained.

Sworn and subscribed to

before me this the 20

day of January, 1981.

Jerry E. McNabb, Notary Public

My Commission Expires:

1/22/84

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, in and for the county and state aforesaid, the within named CORNELIS DEN HERTOG, with whom I am personally acquainted and who made oath in due form of law that he has read the foregoing Property Settlement Agreement, and executes the same freely and of his own free will for the purposes therein contained.

Sworn and subscribed to

before me this the 28

day of Jan., 1981.

Notary Public

My Commission Expires:

1-15-83

EXHIBIT "A"

(1) # 5-447-432-A Equitable Life Contributory Insurance

(2) # 5-447-432 Equitable Life Non-Contributory Insurance

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IDENTIF. REFERENCE

MAY 27 11 37 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.