IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOAN LOIS WINKELMAN WRIGHT,
Plaintiff,
-vs-
SIDNEY THOMAS WRIGHT,
Defendant.

No. 98248

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FINAL DECREE

This cause came on to be heard on October 16, 1980, before the Honorable Stephen North, Judge, upon plaintiff's complaint, testimony of plaintiff in open court, defendant not appearing to contest plaintiff's suit, the property settlement agreement between the parties dated August 27, 1980, and the amendment to said settlement agreement dated August 28, 1980, and the entire record herein, from all of which the Court finds that the allegations of plaintiff's complaint as to irreconcilable differences are sustained by the proof; that irreconcilable differences exist between plaintiff and defendant; and that by said settlement agreement dated August 27, 1980 and the amendment thereto dated August 28, 1980, the parties have made adequate and sufficient provision for the equitable settlement of their property rights, child custody and child support, and alimony, and said agreement and amendment should be approved.

IT IS, THEREFORE, ORDERED and DECREED by the Court that plaintiff, Joan Lois Winkelman Wright, is granted an absolute divorce from defendant, Sidney Thomas Wright, and the bonds of matrimony heretofore subsisting between said parties are perpetually dissolved; and,

IT IS FURTHER ORDERED and DECREED by the Court in accordance with said settlement agreement and amendment thereto as follows:

1. Plaintiff shall have custody of the minor daughter of the parties, Nancy L. Wright, and defendant shall have reasonable rights of visitation with said daughter.

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2. The home owned by plaintiff at 507 West Hillwood Drive, Nashville, Davidson County, Tennessee, shall be plaintiff's property. Defendant guarantees that there are no liens encumbering said home other than 1980 real estate taxes. If there are any such liens other than 1980 real estate taxes, defendant shall pay and discharge said liens immediately upon demand. Until December 31, 1985, defendant will have the right of first refusal to purchase said home on the same terms as contained in any bona fide offer from a third party to whom plaintiff desires to sell the home.

3. The contents of said home at 507 West Hillwood Drive shall be the property of plaintiff.

4. Defendant shall transfer to plaintiff, as custodian for the parties' minor child, Nancy L. Wright, the stock in Production Steel, Inc., General Care Corp. and Chart House, Inc., which he now holds for that child as custodian, and all other stock which defendant has as custodian for said child. All stock of the other children of the parties, Mark T. Wright and Amy E. Wright, in Production Steel, Inc., General Care Corp., Herman Miller, Inc., and all other stock of said children which is registered in defendant's name or in his possession, shall be registered in the names of said children and delivered to them. Defendant shall execute and deliver such instruments as are necessary to make said transfers.

5. Defendant shall pay to plaintiff child support of $500 on October 20, 1980 for the support of Nancy L. Wright, the parties' minor child, who will become 18 years of age on October 28, 1980.

6. Defendant shall pay plaintiff alimony of $3,000 per month in 1980, $3,100 per month in 1981, $3,200 a month in 1982, $3,300 a month in 1983, $3,400 a month in 1984, and $3,500 a month in 1985 and subsequent years. Said payments shall be made on the first day of each month, beginning on the first day of November, 1980.

7. Defendant shall pay plaintiff alimony in solido of $100,000. Defendant shall have three years from October 16, 1980 in which to make said payment and shall pay plaintiff interest at 8% per annum on the unpaid balance on the first day of each month, beginning November 1, 1980.

8. Defendant shall furnish, at his expense, medical and hospitalization insurance coverage for plaintiff and the parties' minor daughter so long as this is allowed by the insurance company that presently provides this coverage or by another available insurance company. Defendant shall furnish to plaintiff evidence that this insurance coverage is in effect on or before November 15, 1980, and thereafter annually.

9. Defendant shall keep in force, at his expense, $200,000 life insurance on his life with plaintiff as primary beneficiary and the parties' three children as equal alternate beneficiaries. Defendant shall furnish plaintiff with a copy of the policies providing such insurance and each year shall furnish her evidence that said policies are still in effect.

10. All interest of defendant in the 531 shares of Lane Bryant stock jointly owned by the parties shall be divested out of defendant and vested in plaintiff. Defendant shall execute and deliver to plaintiff the certificates for said shares and such instruments as are necessary to transfer said stock to plaintiff.

11. The 1975 Buick Skylark automobile which has already been transferred to plaintiff shall remain the property of plaintiff.

12. Defendant shall transfer to plaintiff unencumbered title to 2,449 shares of General Care Corp. stock. Defendant shall

execute and deliver to plaintiff such instruments as are necessary to transfer said stock to plaintiff.

13. Defendant shall purchase for plaintiff a membership in Woodmont Country Club if her application for membership is accepted.

14. Defendant shall pay the pledges to Performing Arts Association and United Jewish Appeal made by plaintiff.

15. Defendant shall hold plaintiff harmless from any liability on note to Third National Bank of August 10, 1978 and on all other debts of defendant, debts of corporations in which he has interests, and on joint debts for which plaintiff has contracted liability at defendant's request.

16. All interest of plaintiff in the land owned by the parties on Ashland City Highway, Davidson County, Tennessee, consisting of approximately 190 acres, shall be divested out of plaintiff and vested in defendant and defendant shall hold plaintiff harmless from liability for all debts secured by liens on said property. Plaintiff shall execute and deliver to defendant such instruments as are necessary to transfer her interest in said property to defendant.

17. Each party shall pay his or her own attorneys' fees and neither party shall be responsible for paying the fees and expenses of the attorneys for the other party.

18. Defendant shall pay the court costs herein.

19. Plaintiff agrees to consent to have any gifts made by defendant to or for the benefit of their children, prior to October 16, 1980, as being made one-half by plaintiff for federal

income tax purposes. Defendant shall pay all tax, penalty and interest arising out of gift returns for said gifts or by reason of said gifts and shall hold plaintiff harmless from liability therefor.

This 21st day of October, 1980.

JUDGE

APPROVED FOR ENTRY:

Attorney for Plaintiff

Attorney for Defendant

IDENTIF. REFERENCE

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.
Jul 13 10 17 AM '81

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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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Joan Lois Winkelman Wright *Plaintiff, and* Sidney Thomas Wright *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* 13th *day of* July *in the year one thousand nine hundred and* Eighty-One *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

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