8/21/80
118c/2086

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5771 PAGE 516

CHARLES THOMAS KIRCHNER, JR.
COMPLAINANT

VS.

MARY ANN KIRCHNER
DEFENDANT

No. 80D-1565

FINAL DECREE

This cause came on to be heard on this 21st day of August, 1980, before the Honorable Joe C. Loser, Jr., Judge of the Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, upon the Interrogatories of Complainant submitted on behalf of Complainant by Complainant's counsel, the testimony of Complainant, statement of Complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Complainant and the Defendant; and that the Complainant is entitled to an absolute divorce from the Defendant; wherefore, his Complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That Complainant, Charles Thomas Kirchner, Jr., is hereby granted an absolute divorce from the Defendant, Mary Ann Kirchner; that the bonds of matrimony heretofore existing between them be and the same hereby are absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by the parties and submitted to the Court be approved and made an order of this Court, as copied verbatim below:

7296 07/17 24.00- CHECK

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1980 APR 25 AM 10:37

[illegible] CLERK

CHARLES THOMAS KIRCHNER, JR.

Complainant

vs.

MARY ANN KIRCHNER

Defendant

No. 80D-1565

BOOK 5771 PAGE 517

PROPERTY SETTLEMENT

THIS AGREEMENT, made and entered into this 11th day of April, 1980, by and between Charles Thomas Kirchner and Mary Ann Kirchner:

W I T N E S S E T H:

WHEREAS the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties agree that the wife shall have permanent custody and control of the parties' minor child, Laura Kay Orr Kirchner.

2. Wife shall have the permanent care and custody of the minor child of the parties with the right and privilege of the husband to visit with and have the child with him as follows: liberal visitation as agreed between the parties.

3. It is agreed that the husband shall pay to wife as child support $200.00 per month; said payments to be made by the 10th of each month until the minor child, Laura Kay Orr Kirchner, is 18 years of age, beginning June 10, 1980

4. It is agreed that the husband shall obtain and maintain hospitilization and health insurance on the minor child of the parties' until she is 18 years of age.

5. In addition to the sums aforesaid as support and maintenance for the said child, husband shall pay, as the same are incurred, all of the reasonable and necessary medical, dental, nursing and hospital expenses, including but not limited to, the cost of medicines, drugs, therapy, orthodontry, and appliances for said child until she is 18 years of age. Wife shall, however, discuss the same with the husband, where the circumstances permit before incurring any extraordinary medical or dental expenses.

6. In consideration of the mutual covenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the wife hereby waives alimony and her rights to support and maintenance by the husband.

7. Wife shall, by such documents as may be necessary and at husband's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto husband all of her right, title, and interest in and to the home property now owned by them as tenants by the entirities and known as Lot #86 Rolling River Subdivision, 7330 Rolling River Parkway, Nashville, Tennessee 37221. Husband shall assume and pay, in accordance with its terms, the existing mortgage held by Home Federal and he shall indemnify and hold wife harmless from any and all liability in connection with said mortgage.

8. It is further agreed that the husband shall sell the house within 24 months from the date of the granting of a Final Decree in this cause. Net profits from the sell of the home shall be split equally between the parties. Any net profits over $20,000.00 shall be placed into a college fund

9. The parties agree that the wife shall be entitled to all right, title, equity and interest in the 1975 Mercury Monarch automobile; registration number 5W35F547752 and husband further agrees to execute all documents necessary to divest himself of his respective interest and vest it solely in the name of wife.

10. The parties agree that household furnishings, furniture, personal property and other personal effects remain in the possession and ownership of the respective party now in possession of the property so divided.

11. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

12. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

13. It is agreed that husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold wife harmless on any and all debts secured by these accounts: all debts incurred during the marriage.

14. It is agreed that wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold husband harmless on any and all debts secured by these accounts: All debts incurred as a result of wife's moving expenses.

15. It is agreed that the parties shall split equally all monies in their joint saving account at Third National Bank, Nashville, Tennessee, account #24-01830-09.

16. The parties agree that the husband shall have the right to claim the parties minor child as a dependent for Federal Income Tax purposes for the years 1980 and 1981. The wife shall have the right to claim the child as dependant for said tax purposes beginning with the year 1982.

17. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by husband.

18. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both husband and wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

19. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures on this _____ day of _____, 19____.

BOOK 5771 PAGE 521

4-11-83 Charles Thomas Kirchner, Jr.

CHARLES THOMAS KIRCHNER, JR.

4-15-83 Mary Ann Kirchner

MARY ANN KIRCHNER

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Came before me the said CHARLES THOMAS KIRCHNER, with whom I am personally acquainted, who signed and executed this Agreement on the day and date above written.

Sharon L. Hopkins
NOTARY PUBLIC

My Commission expires 4/17/83.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Came before me the said MARY ANN KIRCHNER, with whom I am personally acquainted, who signed and executed this Agreement on the day and date above written.

Sharon L. Hopkins
NOTARY PUBLIC

My Commission expires 4/17/83.

3. That all of the Defendant's right, title, interest and equity in and to the home property now owned by them as tenants by the entireties and known as Lot #86, Rolling River Subdivision, 7330 Rolling River Parkway, Nashville, Tennessee 37221, is divested out of her and is vested solely in the Complainant, in fee simple.

4. That all of the Complainant's right, title, equity and interest in and to the 1975 Mercury Monarch automobile, registration number SW35F547752, is divested out of him and is vested solely in the Defendant.

5. That the costs of this action be taxed to the Complainant.

ENTER the _____ day of _____, 19_____.

JUDGE 8-21-80

Enter This 21 Day of August, 1980

APPROVED FOR ENTRY:

Madison Powers
By MSK

MADISON POWERS
ATTORNEY FOR COMPLAINANT

RUSH

IDENTIF. REFERENCE

JUL 17 9 32 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

65.1164

CERTIFICATE & NOTICE

This is to certify that an exact copy of this document was mailed to the parties this ____ day of _____. This matter will be heard the ____ day of _____ at _____.

_____

Docket No. 80D-1565 Minute Book 118C Page 2086

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* Charles Thomas Kirchner, Jr. *Plaintiff, and* Mary Ann Kirchner *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* 8th *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.*

Form #GR-117