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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MAUDE REYNOLDS WELCH)
)
-vs-) NO. 81D-352
)
WILLIAM S. WELCH)

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 10th day of April, 1981, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon complaint for absolute divorce filed by the Plaintiff; statement of counsel in open court, testimony of the Plaintiff and upon the entire record in the cause, from all of which it appears to the Court that the matters and things alleged in the Complaint are true, namely that the parties have experienced irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, Maude Reynolds Welch, is hereby awarded 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 by the Court that the property settlement agreement entered into by and between the parties and submitted to the Court is hereby approved and made the judgment of the Court as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into at Nashville, Davidson County, Tennessee, by and between MAUDE REYNOLDS WELCH, sometimes hereinafter referred to as "Wife", and WILLIAM S. WELCH, sometimes hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, Husband and Wife are experiencing serious marital difficulties and are living separate and apart from each other; and,

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WHEREAS, there will be in the immediate future a divorce action between said parties pending in the Circuit Court for Davidson County, Tennessee; and,

WHEREAS, the parties hereto desire to settle all questions of alimony and property rights between them, not in collusion, but fully aware that said agreement is made subject to the approval of the Court.

NOW, THEREFORE, in consideration of the mutual promises covenants, and undertakings, hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. That Husband shall pay to Wife the sum of One Hundred Dollars ($100.00) per week as alimony for her, and said payments shall be received each and every Monday with the initial payment to be received by Wife from Husband on
Said periodic payments of alimony shall terminate upon the occurrence of Wife remarrying or upon her demise, whichever event occurs first.

2. That the parties are owners under title of tenants by the entireties of a certain house and lot commonly referred to as 1408 Cardinal Drive, Inglewood, Davidson County, Tennessee, and all right, title and interest in said real estate shall be divested from Husband and all right, title and interest in same shall be absolutely and completely vested in Wife.

3. That all right, title and interest in the parties household furniture and furnishings and presently located at 1408 Cardinal Drive, Inglewood, Davidson County, Tennessee, shall be divested from Husband and all right, title and interest in same shall be vested in Wife.

4. That the parties are owners under title of tenants by the entirety of four (4) cemetery plots located at Woodlawn Cemetery, Davidson County, Tennessee, and all right, title and interest in said real estate shall be divested from Husband and all right, title and interest in same shall be absolutely and completely vested in Wife.

5. That the parties are owners under title of tenants by the entirety of a certain business premises and lot commonly referred to as 107 South 11th Street, Nashville, Davidson County, Tennessee, and all right, title and interest in said real estate shall be divested from Wife and all right, title and interest in same shall be absolutely and completely vested in Husband.

6. That Husband shall pay to Wife the sum of Three Thousand and NO/100 ($3,000.00) Dollars as alimony in solido, and said payment shall be made to Wife on or before the lapse of six (6) months from the entry of the Final Divorce Decree.

7. That Husband shall maintain the policy of life insurance presently existing on his life, and further, Wife shall remain and be the named beneficiary. Should Wife predecease Husband, he shall have the right to make any changes in whatever manner he deems necessary.

8. That all right, title and interest in the 1967 Chevrolet automobile shall be divested from Husband, and all right, title and interest in same shall be vested to Wife. That all right, title and interest in other vehicles owned jointly by the parties shall be divested from Wife, and all right, title and interest in same shall be vested in Husband.

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9. That Husband shall maintain the policy of car insurance on Wife's 1967 Chevrolet, and Husband shall maintain said policy on said vehicle or any other vehicle Wife may subsequently acquire. That Husband's responsibility under this provision shall be limited to one (1) vehicle and the terms and coverage of said insurance policy shall remain the same to the extent as presently existing.

10. That Husband shall pay and be responsible for all joint debts incurred by the parties and all business debts presently existing, and Wife shall be held harmless therefrom.

11. That it is further understood and agreed by and between the parties that Husband shall pay and be responsible for all court costs accruing with the divorce action.

12. All property and money received and retained by the parties pursuant hereto shall be the separate property of the respective parties, free and clear of any right, interest, or claim of the other, and each party shall have the right to deal with, and dispose of, his or her separate property, both real and personal, as fully and effectively as if the parties had never been married.

13. 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 is compelled to pay any future or past debts of the other, then the party for whose benefit such payment shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense.

14. Each party 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 matter, and with such force and effect, as shall be necessary to effectuate the terms of this agreement.

15. This agreement shall take effect immediately upon the signing of the parties.

16. This agreement shall be governed by the laws of the State of Tennessee.

17. That this agreement contains the entire agreement between the parties and there are no misunderstandings, either expressed or implied not specifically contained herein; that neither party shall have the right against the other growing out of the marital relationship if same is not specifically provided for in this agreement. Furthermore, this agreement supersedes any and all prior agreements between the parties.

18. It is understood and agreed by and between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation for any reason not herein stated. The provisions of this agreement and their legal effect shall be fully explained to each of the parties, and each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

THIS AGREEMENT executed in duplicate on this the 11th day of January, 1981.

s/ Maude Reynolds Welch
MAUDE REYNOLDS WELCH, "WIFE"

s/ William S. Welch
WILLIAM S. WELCH, "HUSBAND"

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be assessed against the defendant, for which execution may issue, if necessary.

ENTERED, this the 28 day of August, 1981.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

W. H. Stephenson, II

W. H. STEPHENSON, II
Attorney for Plaintiff

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DAVIDSON COUNTY, TENN.

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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* Maude Reynolds Welch *Plaintiff, and* William D Welch *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* 3rd *day of* Sept *in the year one thousand nine hundred and* 81 *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Dyer, *D. C.*