1221/837

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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SANDRA K. DAVIS, Plaintiff,	)	
vs.	)	NO. 81D-2307
RONALD M. DAVIS, Defendant.	)	Map 72-11 Par 58

FINAL DECREE

This cause came to be heard on the 13th day of October, 1981, before the Honorable Joe C. Loser, upon the Plaintiff's Complaint for Absolute Divorce, the testimony of the Plaintiff in open Court, and the entire record in this cause, from all of which it appears to the Court that irreconcilable differences have developed between the parties in their marriage entitling Plaintiff to an absolute divorce.

It is hereby ORDERED, ADJUDGED AND DECREED that the bonds of matrimony between the parties be, and are hereby, dissolved; that the Property Settlement Agreement entered into between the parties is approved in all respects and made a part of this Decree.

It is FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff receive the sole right, title and interest in the house and lot located at 2910 Glenmeade Drive, Nashville, Tennessee, and the tract of unimproved real estate at Fairfield Glade, Tennessee, and husband's interest in said properties is hereby divested out of him and vested into Plaintiff.

It is FURTHER ORDERED that the costs of this action are taxed against Plaintiff for which execution may issue if necessary.

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SANDRA K. DAVIS)
)
Plaintiff)
)
V.) No. 810-2307
)
RONALD M. DAVIS)
)
Defendant)

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PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into by and between Sandra K. Davis, hereinafter called "Wife" and Ronald M. Davis, hereinafter called "Husband", both residents of Davidson County, Tennessee, subject to the following premises, terms and conditions.

W I T N E S S E T H:

WHEREAS, Wife and Husband are both desirous of entering into a property settlement agreement for the purpose of making adequate and sufficient provisions to equitably settle all property rights between them;

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Wife shall receive the sole right, title and interest in and to the house and lot located at 2910 Glenmeade Drive, Nashville, Tennessee, and the tract of unimproved real estate at Fairfield Glades, Tennessee, owned by the parties. Husband's interest in said properties is hereby divested out of him and vested into Wife. Wife agrees to assume sole responsibility for payment of the indebtednesses owed in conjunction with the parties' purchase of these

properties, and further agrees to indemnify and hold Husband harmless with respect to any claim or demand relating to these indebtednesses.

2. Wife shall retain as her sole and separate property a 1977 Oldsmobile Cutlass, and Husband shall retain as his sole and separate property a 1972 Oldsmobile Delta 88, each party assuming responsibility for his/her respective automobile insurance.

3. Wife agrees to accept sole responsibility for payment of the following creditors in the approximate amounts owed on the date hereof:

Master Charge	$ 950.00
Sears	$ 550.00
J. C. Penney	$ 800.00
Amoco Oil	$ 400.00
Cain-Sloan	$ 40.00
Castner-Knott	$ 70.00

Husband hereby agrees to discontinue use of any and all joint charge accounts or credit cards. Husband shall be responsible for all of his own debts, wife shall be responsible for all of her own debts, and neither party shall have any responsibility or liability for the debts of the other.

4. Each party is self-supporting and no alimony or any other form of financial support will be paid by either party to the other.

5. Husband and Wife have already separated and Husband has established his homeplace. The parties will continue to live separate and apart during the pendency of this divorce action.

6. Each party will pay his or her own attorney's fee. Wife will pay the court costs in this cause.

7. Any and all property of the parties not already hereinabove mentioned has been divided between the parties as mutually agreed.

8. It is understood and agreed between the parties, as part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

9. It is understood and agreed between the parties that this agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the court for ratification and incorporation into the final decree.

10. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights of the respective parties hereto and a discharge from all claims arising out of their marital relationship except those claims preserved in this agreement.

11. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

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

THIS AGREEMENT is executed this 16th day of June, 1981 in duplicate and a copy of same is being retained by both parties.

WITNESS

Sandra K. Davis
SANDRA K. DAVIS

WITNESS

Ronald M. Davis
RONALD M. DAVIS

STATE OF TENNESSEE)

COUNTY OF Davidson)

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Personally appeared before me, Sandra W. Head, a Notary Public in and for said County and State, the within named Sandra K. Davis, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 16th day of June, 1981.

Sandra W. Head
NOTARY PUBLIC

My Commission Expires: 4/21/85

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, Sandra W. Head, a Notary Public in and for said County and State, the within named Ronald M. Davis, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 16th day of June, 1981.

Sandra W. Head
NOTARY PUBLIC

My Commission Expires: 4/21/85

Enter this _____ day of _____, 1981.

JOE C. LOSER, JUDGE

10/20/81

APPROVED FOR ENTRY:

DEARBORN & EWING

By: Mary Anderson
Mary V. Anderson
Attorney for Plaintiff
Suite 1200 One Commerce Place
Nashville, TN 37239

CC: David Ludwick, Esq.
Attorney for Defendant

IDENTIFICATION REFERENCE

OCT 26 10 56 AM '81
FEE $ REGISTER
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 Sandra K. Davis Plaintiff, and Ronald M. Davis 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 23rd day of Oct 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.