7-6-81
121B/1308

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE.

81 JUL -6 PM 4:03

MALCOLM W. AYERS)
)
Plaintiff)
)
VS.)
)
MARTHA H. AYERS)
)
Defendant)

BOOK 5811 PAGE 9 [illegible] CLERK
Clerk D.C.

No. 81D-876

Map Parcel
11-120

FINAL DECREE

This cause came on to be heard on the 6th day of July, 1981, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, on Complaint for Absolute Divorce, default judgment having been entered and the case being placed on the uncontested docket for trial, and it appearing to the Court that testimony of the Plaintiff was taken by Interrogatories and that a Property Settlement, Child Custody and Support Agreement entered into between the parties was introduced into the record, the Court finds that the Plaintiff's grounds for divorce, namely, irreconcilable differences, are fully sustained, and

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Malcolm W. Ayers, is hereby awarded an absolute divorce from the Defendant, Martha H. Ayers, and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the Plaintiff is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement, Child Custody and Support Settlment Agreement heretofore entered into by the parties to this cause is in all respects ratified, approved and confirmed by the Court and is made a part of this Final Decree for all purposes contained therein, said Agreement being as follows:

"PROPERTY SETTLEMENT, CHILD CUSTODY AND SUPPORT AGREEMENT

This Property Settlement, Child Custody and Support Agreement is entered into on the day and dates hereinafter stated, by and between Malcolm W. Ayers, hereinafter referred to as Husband, and Martha H. Ayers, hereinafter referred to as Wife, subject to the following premises and terms and conditions:

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled Malcolm W. Ayers vs. Martha H. Ayers, and bearing Docket Number 81D-876; and

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective estates and all other matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. Child Custody:

(a) The parties are the parents of two children, namely Paulette Ayers, age 8 years, and Jason Ayers, age 4 years. The parties hereto agree that each are fit and proper persons to have the custody, care and control of the minor children of the parties, but that the best interest of said minor children presently requires, and the parties do so agree, that the custody, care and control of said minor children shall be given to the Wife, subject to the Husband's rights of visitation and sharing said custody as hereinafter contained. The residence of the minor children shall not be removed from Davidson County, Tennessee without the mutual agreement of the parties or in the alternative, prior to Court approval.

(b) The Husband shall have reasonable visitation privileges at all reasonable times and places, as agreed upon by the parties hereto and which do not interfere with the health, education or general welfare of the children, and such agreement shall not be unreasonably withheld.

(c) If the Wife should die or at any time is physically unable to care for the minor children, then the Husband shall have full and complete custody of the minor children, subject to any reasonable visitation rights reserved in the Wife.

(d) It is further agreed between the parties that they will always conduct themselves in such a manner as to be conducive to the welfare and best interest of the minor children. The parties shall confer with

each other on all important matters pertaining to the minor two children's health, welfare, education and upbringing, with a view to arriving at a harmonious policy to promote the children's best interests. The parties shall properly notify the other in case of the minor children's serious illness while in her or his physical custody.

2. Child Support:

(a) The Husband shall pay directly to the Wife the sum of One Hundred and No/100 ($100.00) Dollars per month per child for the support and maintenance of the parties' minor children so long as each remains at home and until each reaches the age of 18 years of age. Said payments shall commence June 1, 1981. Disposition of any and all monies received hereunder by the Wife from the Husband for child support shall rest in the Wife's sole discretion and she shall not be required to account thereto to the Husband. The parties acknowledge that the monthly sum which the Husband is required to pay hereunder is fair, suitable and a proper sum to be paid to the Wife for said children's support, maintenance and education, and it is commensurate with the financial means and social position of the parties, and that it would enable the Wife to maintain the children on the scale on which they are accustomed, and that it is within the Husband's ability to pay.

(b) Any payments voluntarily made by Husband to Wife or to the children at any time for child support and education, in excess of the amount herein specified, shall not alter his legal obligations hereunder nor create any precedent for the future. Such excess payments shall not be construed as proof or indication of the Husband's ability to make increased payments, nor of the Wife's need therefor; and accordingly, they shall not be used in any proceedings for evidentiary purposes or otherwise.

(c) The parties shall each pay one-half (1/2) of the current hospitalization insurance covering the parties' minor children and one-half (1/2) of all medical, dental and doctors' bills incurred on behalf of the parties' minor children which medical, dental and doctors' bills are not covered under policies of insurance.

(d) The parties agree that all present life insurance policies maintained by the parties shall be maintained and the beneficiaries of said policies shall be the parties' minor children. The parties further agree to equally share the cost of existing life insurance policies on the lives of the parties' minor children.

(e) The parties agree that each shall have one child deduction for use upon their individual Federal Income Tax Returns.

3. Real Property:

Wife shall be awarded the use of the parties' residence and real property located at 3250 Freeman Road, Goodlettsville, Tennessee, from the date of the execution of this Agreement until June 1st, 1981, and shall assume the payment of the mortgage for said residence until that date. On June 1, 1981, Husband shall be awarded the parties' residence and real property and shall assume payment

of the outstanding indebtedness secured against the same and shall forever indemnify and hold the Wife harmless from said indebtedness. The Final Decree shall divest the Wife's interest to said real property out of her and vest the same solely in the Husband. Husband agrees that if he sells said house and lot prior to the marriage of Wife, that the net proceeds from said sale shall be divided equally between Husband and Wife. However, if Husband remarries and resides at said house, Wife agrees to make no claim against any proceeds from any subsequent sale of said house and lot.

4. Personal Property:

(a) The parties shall be each awarded his or her own wearing apparel, jewelry and other personal belongings. The Wife is awarded the following household furniture and furnishings: stereo, china hutch, sewing machines, daughter's chest of drawers, washer and dryer, and various kitchen items previously agreed to by the parties. All other household furniture and furnishings shall remain with the Husband. Each party shall assume the sole and separate responsibility for the payment of any outstanding indebtedness on any of the household furniture, furnishings and property awarded him or her.

(b) The Wife shall be awarded the 1978 Chevrolet Capri automobile presently in her possession. The Husband shall be awarded the 1977 Chevrolet truck and the boat presently in his possession. Each party further agrees that, if there is an outstanding indebtedness owed on his or her automobile, he or she shall assume the outstanding indebtedness and shall forever hold the other harmless of the same. Both parties further agree to execute any and all titles to said automobiles and boat in favor of the other, conveying all of his or her right, title and interest in and to said automobiles and boat and to return any set of keys to said automobiles in his or her possession.

(c) The parties' joint savings and checking accounts located in the Bank of Goodlettsville are awarded to the Wife. All other individual accounts in the name of each party shall remain the sole and exclusive property of the present party named on said account.

5. Debts:

(a) The Wife agrees to assume the payment of the following current debts: Singer, Castner-Knott, Penney's, and Publisher's Associated Service. The Husband agrees to pay all utility bills associated with the parties' residence, the pre-school tuition until June 1, 1981 and all other bills not listed above. Each party agrees to hold the other party harmless from any liability for the bills described above. It is further understood and agreed between the parties that, from the date of the execution of this Agreement, 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 payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

6. Costs:

The Husband shall be responsible for paying the attorney's fees for professional services rendered in these proceedings as provided by Stewart, Black, Mathiesen & Anderson. Husband shall also pay the final costs of this cause.

7. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probate value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible, or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

8. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto have set their signatures this day and date first above mentioned.

s/Malcolm W. Ayers
MALCOLM W. AYERS

s/Martha H. Ayers
MARTHA H. AYERS

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MALCOLM W. AYERS, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this the 4th day of March, 1981.

s/Mark J. Mathiesen

My commission expires: 1/22/84

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARTHA H. AYERS, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this the 4th day of March, 1981.

s/Mark J. Mathisen

My commission expires: 1/22/84"

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following property be, and the same hereby is, divested out of the name of the Defendant, Martha H. Ayers, and vested in the name of the Plaintiff, Malcolm W. Ayers, to be his absolutely, said property being described as follows:

Being a portion of the property conveyed to Morris E. Ayers et ux as of record in Book 4028, page 107, Register's Office for Davidson County, Tennessee, and more particularly described according to a survey by Don R. Carver, 6/29/79.

BEGINNING at a point in the easterly line of Freeman Hollow Road in a curve with a radius of 611.62. Being the southwest corner of the Bryan property; thence S 00° and 80 minutes East for a distance of 494.65 to a point; thence North 29° and 29 minutes East for a distance of 146.60 feet to a point; thence North 75° and 15 minutes East for a distance of 73.2 feet to a point, in the line of Bryan; thence along the westerly line of Bryan, North 45° and 05 minutes East for a distance of 400.00 feet to a point; thence South 19° and 00 minutes East for a distance of 209.5 feet to a point; thence South 50° and 15 minutes West for a distance of 350.00 feet to a point; thence South 15° and 15 minutes West for a distance of 211.8 feet to a point; thence North 02° and 20 minutes West for a distance of 185.4 feet to a point; thence South 85° and 50 minutes West to a point in the easterly line of Freeman Hollow Road; thence along said road for a distance of 125.00 feet to the point of beginning, containing 5.02 acres.

Being the same property conveyed to Malcolm W. Ayers, et ux, Martha H. Ayers, by deed from Morris E. Ayers and wife, Wilma S. Ayers, of record in Book 5484, page 530, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all costs in this cause are assessed against the Plaintiff for which execution may issue, if necessary.

ENTERED this _____ day of _____, 1981.

_____
JUDGE

7/6/81

APPROVED FOR ENTRY:

STEWART, BLACK, MATHIESEN & ANDERSON

By: _____
Mark J. Mathiesen
Attorney for Plaintiff

CERTIFICATE

It is hereby certified that a true and exact copy of the foregoing Final Decree has been mailed to the Defendant at her last known address at 615 Ellen Drive, Apartment 8, Goodlettsville, TN 37072, this the 7th day of June, 1981.

_____
Mark J. Mathiesen

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IDENTIFICATION REFERENCE

RUSH

OCT 26 12 04 PM '81

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

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Docket No. 313-376 Minute Book 1.1B Page 1303

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Malcolm J. Ayers *Plaintiff, and* Martha H. Ayers *Defendant, as same remain of record in said Court.*

True Copy

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 26th *day of* October *in the year one thousand nine hundred and* Eighty-One *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison *D. C.*

Form #GR-117