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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 149-4
Par 194 Is

DIANE McFARLAND WOSOBA,]

Complainant,]

VS.] NO. 56482

JAMES L. WOSOBA,]

Defendant.]

FINAL DECREE

This cause came on to be heard on this 14th day of April, 1970, before the Honorable Benson Trimble, Judge, upon the petition of the complainant for an absolute divorce, the answer of the defendant, the testimony of witnesses in open court, statement of counsel and the entire record; from all of which the Court finds that the complainant has materially sustained her grounds for divorce and that the defendant has been guilty of such cruel and inhuman treatment as renders further cohabitation unsafe and improper. The Court further finds that the complainant is a fit and proper person to have the care, custody and control of the minor children of the parties. The Court further finds that the property settlement agreement entered into between the parties is reasonable in all respects and should be approved.

IT IS, THEREOFRE, ORDERED, ADJUDGED AND DECREED that the complainant be and hereby is granted 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 that the complainant be and hereby is awarded the absolute care, custody and control of the minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the defendant in the property located at 2653 Ravine Drive, Nashville, Tennessee, be and hereby is divested out of

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the defendant and vested in complainant. Said property is described as follows:

"LAND in Davidson County, Tennessee, being Lot No. 350 on the Plan of Edge-o-Lake Estates, Section 9, as of record in Book 3700, page 131, Register's Office for said County. SAID Lot No. 350 fronts 80.0 feet on the northeasterly side of Ravine Drive and extends back between parallel lines 134.35 feet to a dead line. BEING the same property conveyed to James Leroy Wosoba and wife, Diane M. Wosoba by deed from Darwin G. Williams and wife, June L. Williams as of record in Book 4248, page 190, Register's Office for Davidson County, Tennessee."

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the defendant in the 1961 Ford Falcon registered in the name of the defendant be divested out of the defendant and vested in complainant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement entered into between the parties be and hereby is approved. Said property settlement agreement is as follows:

"PROPERTY SETTLEMENT AGREEMENT"

"THIS AGREEMENT made by and between DIANE McFARLAND WOSOBA, a resident of Davidson County, Tennessee, and JAMES L. WOSOBA, a resident of Davidson County, Tennessee.

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties to finally and for all time determine and settle their property rights, all right of support, maintenance and visitation of James Bruce, Susan Jane and Jonathan Lynn Wosoba, the minor children of the parties, all dower and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship:

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

1. Diane McFarland Wosoba will have the exclusive care, custody and control of the minor children of the parties, to wit: James Bruce, Susan Jane and Jonathan

Lynn Wosoba, with reasonable rights of visitation to James L. Wosoba.

2. James L. Wosoba will pay to Diane McFarland Wosoba the sum of Three Hundred Dollars ($300.00) per month, payable on the first day of each month hereafter, unless said date falls on Sunday, and then on the following Monday, beginning with March 1, 1970, as child support.

3. James L. Wosoba further agrees to pay on or before the 1st day of June, 1970, the sum of Four Hundred Fifty Dollars ($450.00) as part of the kindergarten expenses of Jonathan Lym Wosoba.

4. James L. Wosoba further agrees to pay the additional sum of Twenty Dollars ($20.00) per month for hospitalization insurance on the children of the parties.

5. James L. Wosoba agrees to convey his interest in the house and lot located at 2653 Ravine Drive, Nashville, Tennessee, to Diane McFarland Wosoba and agrees to execute all documents necessary to effectuate its transfer.

6. It is agreed that Diane McFarland Wosoba shall have title to and possession of all furniture located in the parties' home at 2653 Ravine Drive, Nashville, Tennessee.

7. James L. Wosoba agrees to convey his interest in a 1961 Ford Falcon to Diane McFarland Wosoba and agrees to execute all documents necessary to effectuate this transfer.

8. Diane McFarland agrees to convey her interest in a 1968 Ford Galaxie to James L. Wosoba and agrees to execute all documents necessary to effectuate this transfer.

9. James L. Wosoba agrees to pay to Diane McFarland Wosoba's attorney a fee of $500.00.

10. James L. Wosoba agrees to endorse to Diane Mc Farland Wosoba a check from the Common wealth of Kentucky, Department of Revenue, a check in the amount of $75.48.

11. James L. Wosoba agrees to provide a college education for the children of the parties, if financially able.

12. James L. Wosoba agrees to continue the life insurance policies now in effect with the children as beneficiaries and further agrees to furnish to Diane

McFarland Wosoba proof that the premiums thereon are paid.

13. The parties agree that if either of them is hereafter granted a divorce, either party may incorporate the present agreement in the divorce decree to become enforceable by order of the Court.

14. It is further understood and agreed that this agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of the said James L. Wosoba from all other obligations to support Diane McFarland Wosoba and a discharge from all other claims arising out of their marital relations and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, by way of dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by James L. Wosoba and Diane McFarland Wosoba or any property that either of them may acquire in the future.

Diane McFarland Wosoba acknowledges that the provisions in this agreement are fair, adequate and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges the said James L. Wosoba from all such claims and demands except as provided in this agreement.

15. It is further understood and agreed by and between the parties that this property settlement 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 have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have read this instrument and familiarized themselves with its contents and signed and executed this instrument on this 17th day of February, 1970.

s/ Diane McFarland Wosoba
DIANE McFARLAND WOSOBA

s/ James L. Wosoba
JAMES L. WOSOBA"

DATED this _____ day of April, 1970.

JUDGE

APPROVED FOR ENTRY:

WILLIS, KNIGHT, CHAMBERS & BARR

BY _____
Solicitor for Complainant

_____
JACK NORMAN, JR.
Solicitor for Defendant

FELIX Z. HAISLIP
REGISTER
DAVIDSON COUNTY, TENN.
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IDENTIF. REFERENCE
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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* Diane McFarland Wosoba *Plaintiff, and* James L. Wosoba *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* 5th *day of* November *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, D. C.

Form #GR-117