83-6-49 ISC/2335

FILED

MAY 8 1981

GEORGE L. ROSNER, Clerk

By N.H. Deputy

MARY LUCILLE SLAYDEN WARREN	)	IN THE SIXTH CIRCUIT COURT OF
	)	
VS.	)	DAVIDSON COUNTY, TENNESSEE
	)	
CHARLES EDWARD WARREN, JR.	)	NO. 81D-502

FINAL DECREE

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This cause came on to be heard on the 4th day of May, 1981, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court, upon the complaint of Mary Lucille Slayden Warren for an absolute divorce from Charles Edward Warren, Jr. on the grounds of irreconcilable differences.

The complaint herein was filed on February 11, 1981, and personal service of process was had on the defendant on March 9, 1981. This cause being uncontested and the necessary time having expired for the parties herein to remain on file pursuant to the provision for divorce upon the grounds of irreconcilable differences, it is the opinion of the Court that an absolute divorce should be awarded to plaintiff in this cause, and the Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and for the custody and maintenance of any and all children of the marriage and that the plaintiff is entitled to a divorce on the grounds of irreconcilable differences, and that the Property Settlement Agreement entered into between the parties heretofore as set forth in words and phrases below should be approved.

It is, therefore, ORDERED, ADJUDGED AND DECREED THAT:

1. The plaintiff, Mary Lucille Slayden Warren, is awarded an absolute divorce form the defendant, Charles Edward Warren, Jr., upon the grounds of irreconcilable differences.

2. The Property Settlement Agreement entered into between the parties as set forth in the pertinent part below is approved and incorporated into and made a part of this decree:

I.

That all right, title and interest in and to the house and lot located at 801 North Sixteenth Street is hereby divested out of the said Mary Lucille Slayden Warren and the title to said real estate is hereby vested in Charles Edward Warren, Jr. in fee simple, subject to Mary Lucille Slayden Warren's right of first refusal to purchase the property at the price and terms of any bona fide written offer made for it to Charles Edward Warren, Jr. during his lifetime. Said right to be exercised by notifying Charles Edward Warren, Jr. by Registered Mail within thirty days of Mary Lucille Slayden Warren receiving written notice that such a bona fide offer had been made.

II.

That all right, title and interest of the defendant in the 1973 Oldsmobile Cutlass automobile presently being driven by the plaintiff be divested out of the defendant and vested in the plaintiff, but the plaintiff shall assume and be responsible for any indebtedness on the said vehicle.

III.

That all right, title and interest in and to a 1975 Mercury Montego and a 1973 International Station Wagon be divested out of the plaintiff and vested in the defendant, but the defendant shall assume and be responsible for any indebtedness on the said vehicles.

IV.

That the personal property now in the possession of the wife is conceded to be by the husband, the sole and separate property of the wife, husband thereby relinquishing any and all right, title or interest therein.

V.

That the personal property now in the possession of the husband is conceded to be, by the wife, the sole and separate property of the husband, wife thereby relinquishing any and all right, title or interest therein.

VI.

That each party will be responsible for his or her own debts, and that each party is aware of the debts for which he or she is responsible.

VII.

Husband and wife acknowledge that the aforesaid mentioned provisions of this agreement constitute a complete and satisfactory division of the assets held jointly or separately by the parties at the time of the execution of this agreement and that any remaining items of personalty or realty not hereinabove specifically provided for shall belong to the parties as their sole and separate property according to the manner in which such items of personaly or realty are held should such be the case.

3. The costs of this cause are taxed to the defendant.

Entered this 8th day of May, 1981.

JAMES M. SWIGGART, Judge of the Sixth Circuit Court of Davidson County, Tennessee

APPROVED FOR ENTRY:

BY: Kathryn A. Hansel
Kathryn A. Hansel
Attorney for Complainant

I certify that a copy of the foregoing Final Decree has been mailed this 5th day of May, 1981, to Charles Edward Warren, Jr., 801 North Sixteenth Street, Nashville, Tennessee 37206.

Kathryn A. Hansel
Kathryn A. Hansel
146 Third Avenue North
Nashville, Tennessee 37201

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GEORGE L. BOOKER, CLERK

D.C.

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY LUCILLE SLAYDEN WARREN)

Plaintiff)

vs.) NO. 81D-502

)

CHARLES EDWARD WARREN, JR.)

Defendant)

)

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into this 10th day of Feb, 1981, by and between Charles Edward Warren, Jr., hereinafter referred to as the Husband, and Mary Lucille Slayden Warren, hereinafter referred to as the Wife.

WITNESSETH

WHEREAS, irreconcilable differences have arisen between the parties, and

WHEREAS, Wife has filed a Complaint in the Circuit Court of Nashville, Tennessee, Davidson County, requesting an Absolute Divorce, and

WHEREAS, the parties are owners of certain real and personal property and have incurred certain obligations to one another, and

WHEREAS, in the event that the Court finds that the Wife is entitled to an Absolute Divorce, the parties desire to mutually agree upon the distribution of certain personal property and definition of obligations to one another.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS THAT:

1. That all right, title and interest in and to the house and lot located at 801 North 16th Street shall vest with the husband and the husband shall hold the wife harmless on any debts thereon. In consideration thereof, the husband hereby agrees

that the wife shall have the right of first refusal to purchase the property at the price and terms of any bona fide written offer made for it to the husband during his lifetime. Said right to be exercised by notifying the husband by registered mail within thirty (30) days of her receiving written notice that such a bona fide offer has been made.

2. That all right, title and interest in and to a 1973 Oldsmobile Cutlass shall vest with the wife, and the wife shall hold the husband harmless on any debts thereon.

3. That all right, title and interest in and to a 1975 Mercury Montego and a 1973 International Station Wagon shall vest with the husband, and the husband shall hold the wife harmless on any debts thereon.

That the personal property now in the possession of the wife is conceded to be, by the husband, the sole and separate property of the wife, husband thereby relinquishing any and all right, title or interest therein.

5. That the personal property now in the possession of the husband is conceded to be, by the wife, the sole and separate property of the husband, wife hereby relinquishing any and all right, title or interest therein.

6. That each party will be responsible for his or her own debts, and each party is aware of the debts for which he or she is responsible.

7. Husband and Wife acknowledge that the aforementioned provisions of this agreement constitute a complete and satisfactory division of the assets held jointly or separately by the parties at the time of the execution of this agreement and that any remaining items of personalty or realty not hereinabove specifically provided for shall belong to the parties as their sole and separate property according to the manner in which such items of personalty or realty are held should such be the case.

8. Husband and Wife accept the provisions of this agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may 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's support and all other property rights, except as provided for in 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.

9. It is further understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys or have had the opportunity to consult an attorney in connection with the execution of this agreement. Each party acknowledged that the legal effecutation of this agreement is fully understood and that the agreement is fair and equitable and that it is being entered into voluntarily.

10. Three (3) counterparts of this agreement shall be executed, each of which shall be deemed an original and each shall have the sale legal effect as any other and may be used for any purpose, but all counterparts together shall constitute one and the same instrument.

This instrument executed in triplicate on this 10th day of Feb., 1981.

Mary Lucille Slayden Warren
MARY LUCILLE SLAYDEN WARREN

Charles Edward Warren
CHARLES EDWARD WARREN, JR.

Sworn to and subscribed before me this 10th day of February, 1981.

NOTARY PUBLIC

My Commission expires: Oct. 14, 1984

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6859 01/12 21.00- CHECK

IDENTIF. REFERENCE

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JAN 12 10 41 AM '82

FELIX Z. WILSON II 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* ~~xxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* MARY LUCILLE SLAYDEN WARREN *Plaintiff, and* CHARLES EDWARD WARREN, JR. *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* January *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117