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FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5863 PAGE 390

HARRIET FRANCES TOMA]

-vs-] NO. 98238

DAVID GILBERT TOMA]

FINAL DECREE

This cause came on to be heard on the ____ day of January, 1980 before the Honorable Joe C. Loser, Judge, upon the petition for absolute divorce filed by complainant, personal service of process upon the defendant, default judgment being duly entered, interrogatories of the complainant, submission to the Court for approval of a property settlement agreement heretofore executed by and between the parties, statement of counsel and from the entire record in this cause. From all of which it appears to the Court that irreconcilable differences exist between the parties pursuant to T. C. A. §36-801, et seq., as amended 1977. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Harriet Frances Toma, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person, including the restoration of her maiden name, Harriet Frances Priest.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore entered into by and between the parties and submitted to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

WHEREAS, there is presently pending in the Third Circuit Court of Davidson County, Tennessee a complaint for absolute divorce filed by HARRIET FRANCES TOMA, hereinafter referred to as Wife, against DAVID GILBERT TOMA, hereinafter referred to as Husband, under docket number 98288, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a Decree of Divorce is granted in this cause, and

WHEREAS, these parties have made a full disclosure to each other of the properties and assets owned by each of them and all of the debts and/or liabilities now owing by either of them, and each warrants the truth of all the matters and disclosures.

NOW, THEREFORE in consideration of the mutual promises, statements and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. That the absolute care, custody and control of the minor child of the parties, to-wit: David Gilbert Toma, Jr., shall be awarded to the Wife, with reasonable visitation privileges awarded to the Husband, including every other weekend from Friday at 6:00 P.M. until Sunday at 6:00 P.M. and two (2) weeks during summer vacation and every Tuesday from 5:00 P.M. until Wednesday morning. Further, husband shall have visitation privileges with said minor child for a one (1) week period every ~~other~~ Christmas, from ~~9:00~~ 10:00 A.M. on December ~~25~~ 25th, to 6:00 P.M. on December ~~30~~ 30th, ~~it being understood that the first Christmas visitation period shall occur in December of 1980~~. Husband shall also have visitation privileges with said minor child for a 4-day period every other Thanksgiving holiday, from 9:00 A.M. on Thanksgiving Day through 6:00 P.M. on the Sunday following Thanksgiving Day, it being understood that the 1st Thanksgiving visitation period shall occur in November of 1981.

H.F.T. H.F.T. H.F.T.

Wife's maiden name Priest will be restored.

558

3. The parties presently own as joint tenants by the entirety a house and lot located at 3428 Hopkins Street, Nashville, Davidson County, Tennessee, which has been the primary residence of the parties for the past several months. They agree that this property shall be placed on the market for immediate sale, and from the net proceeds of such sale, the following disbursements shall be made:

a. Payment of all costs of sale.

b. Payment of (1) the outstanding balance as of October 1, 1979, at Commerce Union Bank, First American National Bank, Visa, Woolco, American Express, Phillips & Quarles, J. C. Penny, Cain Sloan, Nashville Electric Service (for insulation at residence), Castner Knott, Dr. Chalfant, Hillsboro Animal Hospital, Equitable Insurance, William Puryear, Medicount, Cosmopolitan, Dr. Lovvorn, Green Hills Market, Firestone Company, the amount of $4,000.00 to First Tennessee Bank on a note, and (2) the amount outstanding on a $2,100.00 Note in favor of First American National Bank executed on 11/9/79.

c. Any remaining balance after the aforementioned disbursements shall be divided equally between the parties. Husband reserves the right to refuse any offer of less than $80,000.00 from a prospective purchaser for said house and lot at 3428 Hopkins Street. In the event Husband refuses to sell said property for a purchase price of less than $80,000.00, Wife may at her option, demand that Husband purchase said house and lot within two weeks for the lesser sum of $75,000.00 or the best outstanding offer on the property. Wife's demand shall be in writing, and said two-week period shall commence upon Husband's actual receipt of said written demand.

4. All right, title and interest which the Husband has in and to the duplex of the parties located at 4333 Wallace Lane, Nashville, Davidson County, Tennessee shall be divested from him and the sole and exclusive ownership in said property shall be vested in the Wife, in fee simple ownership, it being her responsibility to assume the balance of the mortgage indebtedness thereon

and to hold Husband harmless and indemnify him from any liability on said mortgage.

5. All right, title and interest which the Wife has in and to the single family dwelling located at 3317 Orleans Drive, Nashville, Davidson County, Tennessee shall be divested from her and the sole and exclusive ownership of said real property shall be vested in the Husband, in fee simple, absolute ownership, it being his responsibility to assume the balance of the mortgage indebtedness thereon and to hold Wife harmless and indemnify her from any responsibility on said mortgage.

6. Until such time as the primary residence of the parties is sold, in accordance with paragraph three (3), the parties' income shall be assumed to be joint and will be applied toward the joint indebtedness of the parties as listed in paragraph 3(b). As for the joint indebtedness, these will continue to be paid on a minimum monthly payment basis. Husband will be responsible for paying the mortgage payments and utilities on the home on Hopkins Lane until it is sold. After the sale of the home and payment of the joint debts as aforementioned, Husband agrees to pay the sum of $150.00 per month as child support for all calendar months, September through May of each year, until such time as the minor child attains his majority. During the months of June through August (due to Wife's unemployment in her teaching profession), the Husband shall pay the sum of $250.00 per month. All of said child support payments are to be paid directly to the Wife, due and payable on the first day of each month.

7. Husband agrees to maintain in full force and effect life insurance on his life in the face amount of $55,000.00, being policy numbers 1665375 / 713943, with the Equitable Life Insurance Company, with the Wife as guardian for the minor child being designated as the irrevocable beneficiary thereon, until such time as the child attains his majority.

8. All refunds from jointly filed income tax returns will be divided equally between the parties.

9. The 1975 Audi automobile shall be awarded as the exclusive property of the Wife and she shall be given free, clear and unencumbered title to same. The 1975 Mercedes Benz Automobile

shall be awarded as the exclusive property of the Husband, and it shall be his responsibility to pay the balance of mortgage indebtedness thereon.

10. The parties have certain stockhold interests, some of which are owned jointly and some of which are in the name of the Husband. The parties agree that the stockhold interest in First Tennessee Bank, International Clinical Laboratories, Masonite Corporation and Putnam Investors Fund shall be divided equally between the parties. Husband shall retain sole and exclusive ownership of the stockhold interest in Chase Corporation Floating Rate Notes and Holiday Inn of America.

11. In regards to the household furniture, furnishings and appliances, the parties agree that Wife shall retain sole and exclusive ownership of all items of property inherited from her parents and Husband will retain sole and exclusive ownership of all items inherited from his parents. Those items of personal property accrued during the marriage by purchase or gift will be divided by agreement of the parties.

12. The parties have heretofore agreed upon a payment of the joint indebtedness and further agree that any newly acquired debt or indebtedness shall become the sole responsibility of the debtor. Any such newly acquired debt or account will be transferred into the name of the single debtor and such party agrees to hold the other party harmless and indemnify said party from any liability thereon.

13. The parties agree to pay Wife's solicitor of record, Robert L. Jackson, a total attorney fee of $350.00 and to be paid one-half by each party, provided this matter is non-contested.

14. The court costs shall be divided equally between the parties.

Both parties agree to sign any and all deeds, documents, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof and have signed same voluntarily.

WITNESS OUR HANDS this 4 day of December, 1979 as to Wife, and the 1 day of December, 1979 as to Husband.

Harriet Frances Toma
HARRIET FRANCES TOMA (WIFE)

David Gilbert Toma
DAVID GILBERT TOMA (HUSBAND)

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named HARRIET FRANCES TOMA, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 4 day of Dec., 1979.

JoAnn Yates
NOTARY PUBLIC

My C. E. 1-15-83

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DAVID GILBERT TOMA, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee this 4 day of Dec, 1979.

JoAnn Yates
NOTARY PUBLIC

MY C. E. 1-15-83

The costs of this cause are taxed one-half to each party, for all of which execution may issue, if necessary.

VOL. 5863 PG 396

JUDGE

1-15-80

APPROVED:

Enter This 15 Day of January, 1980

Robert L. Joachim
Sol. for Complainant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in the cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel. This the 16th day of January, 1980.

Robert L. Joachim

BOOK 5863 PAGE 397

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IDENTIF. REFERENCE

MAR 18 2 56 PM '82

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

98288 Third Circuit Court 117A/555

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* HARRIET FRANCES TOMA, *Plaintiff, and* DAVID GILBERT TOMA, *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* fifth *day of* March *in the year one thousand nine hundred and* eighty-two *and in the* two hundred sixth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowland, *D. C.*

Form #GR-117