IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY JEAN (WOODARD) ORR,)
)
Plaintiff,)
)
VS.)
)
CHARLES THOMAS ORR,)
)
Defendant.)

82D-1045

Map 156-2
Par. 141

FINAL DECREE OF DIVORCE

BOOK 5909 PAGE 384

This cause came on to be heard on June 18, 1982, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Original Complaint for Divorce of the Plaintiff, Beverly Jean Orr, personal service of process on the Defendant, Charles Thomas Orr, testimony of the Plaintiff, statements of counsel for the Plaintiff and the entire record from which it appears that the parties have such irreconcilable differences in their marriage as renders reconciliation impossible.

It further appears to the Court that Section I of the Complaint for Divorce should be amended to read that separation of the parties took place in March, 1982, rather than in March, 1981, as was set forth in the Original Bill.

It further appears to the Court that the parties have entered into a written Property Settlement Agreement settling their respective property rights, which agreement is in words as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made between Beverly Jean Orr, hereinafter called "wife", and Charles Thomas Orr, hereinafter called "husband."

WITNESSETH:

WHEREAS, the parties have been married since July 18, 1959, and there are three children born of this union, all now being over the age of eighteen years.

WHEREAS, the parites acknowledge that irreconcilable differences have arisen between the two of them, as a result of which the wife is planning to file a Petition for Absolute Divorce based upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee.

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce shall be able to proceed upon the grounds of irreconcilable differences.

1. Personal Property: The parties have heretofore divided their personal property. All personal property presently in the possession of the wife shall be her sole and separate property. All personal property presently in the possession of the husband shall be the sole and separate property of the husband.

2. Real Property: The parties own a house and lot in Davidson County, Tennessee, described as follows:

> Being Lot No. 649 on the Plan of Harpeth Woods Section of Harpeth Valley Park, as of record in Plat Book 4600, Page 111, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Being part of the same property conveyed to C & S Builders, Inc. by deed from Roy Shainberg, et al, as of record in Book 5298, page 142, Register's Office for said County.
>
> This is improved property known as 204 Silo Court, Nashville, Tennessee.

The parties agree that after the divorce the house and lot shall be owned by the parties as tenants in common, with right of survivorship. The parties further agree that the wife shall have the exclusive right and privilege to live in the home for as long as she so desires.

The parties further agree that if the wife remarries and the property is not sold, the husband can demand that she pay to him one half (1/2) of the equity in the house at the time of the remarriage and he shall quitclaim his interest in the house to the wife.

Furthermore, the parties state that if they both agree, that at the time of remarriage of either party or at any other time the house should be sold and is sold, the equity in the property shall be divided equally.

The husband hereby agrees to pay the mortgage note on the property for as long as he has an ownership interest in said property.

3. Support of Children: Although the parties acknowledge that the children of their union are over eighteen years of age, they agree that further support is necessary and agree as follows:

(a) The husband shall pay two thirds (2/3) of all college education expenses of the children and the wife shall pay one third (1/3) of said expenses.

(b) The husband shall pay to the wife the sum of Three Hundred Ten and no/100 ($310.00) Dollars per month for continued support and maintenance of the children for a period of five years.

(c) The husband shall have the right to claim two children as dependants for income tax purposes and the wife shall have the right to claim one child as a dependant.

4. Debts: It is agreed that the parties shall be responsible for the payment of any accounts or charges presently listed in his or her name. Each party agrees to indemnify and hold the orher harmless from any liability resulting from their failure to pay such account when due. Each party covenants and agrees that they will not, after the date of the signing of this agreement, incur or contract any debts, charges, or liability whatsoever for which the other party may become liable. The husband agrees to pay all the remaining notes on the 1978 Ford Van and to indemnify and hold the wife harmless from any liability resulting from his failure to pay such account when due. The parties agree that they have made a mutually satisfactory settlement pertaining to any joint debts prior to the date of this agreement or through this agreement.

5. Life Insurance: The husband agrees to maintain the wife as beneficiary on the life insurance policies he owns at the present time.

6. Court Costs: The husband agrees to pay Court costs in this matter.

7. This agreement will be filed with the Circuit Court of Davidson County, Tennessee, and the parties desire that it be incorporated into any final decree of divorce that may be entered in said Court or any Court having jurisdiction over the parties in this matter and to that end agree that it shall be submitted to the Court for its ratification and approval.

8. This agreement constitutes the entire understanding of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

9. It is 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. Both parties acknowledge that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have hereunto signed on the dates entered below.

/s/	/s/
BEVERLY JEAN ORR	CHARLES THOMAS ORR
Dated 3-31-82	Dated 3-31-82

It appears to the Court that the aforementioned Property Settlement Agreement makes adequate and sufficient provision for the parties' property and is an equitable settlement of the property rights of the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED:

(1) That the bonds of matrimony heretofore existing between the parties be dissolved and forever held naught and that

the Plaintiff be restored to all the rights and privileges of an unmarried person.

(2) That the parties have heretofore entered into a Property Settlement Agreement, set out above, which is approved, made a part of the records of this cause herein, and incorporated into the Final Decree of Divorce, That such written Property Settlement Agreement makes adequate and sufficient provision for the parties' property and is an equitable settlement of the property rights of the parties.

(3) That the Original Complaint of Divorce shall be amended to read that the parties separated in March, 1982, rather than in March, 1981, as was erroneously typed in the Complaint.

(4) That costs of this cause are to be assessed against the Defendant, for all of which execution may issue, if necessary.

Entered this 28th day of June, 1982

BENSON TRIMBLE, Judge

APPROVED FOR ENTRY:

DANIEL B. EISENSTEIN
Attorney for Plaintiff
500 Church Street
Nashville, Tenn. 37219

cc: Charles Thomas Orr
2000 Ashwood
Nashville, Tenn. 37212

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IDENTIF. REFERENCE

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BOOK 5909 PAGE 388

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

82D-1045 125C/2059

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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* BEVERLY JEAN (WOODARD) ORR, *Plaintiff, and* CHARLES THOMAS ORR, *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* seventh *day of* July *in the year one thousand nine hundred and* eighty-two *and in the* two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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

Form #GR-117