IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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MARGARET WEST BLACK	)	
	)	
VS.	)	NO: 80D-4092
	)	Minute Book 124C
JAMES N. BLACK	)	page 1858

FINAL DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge, on the 16th day of March, 1982, upon the original bill with amendment filed by plaintiff, answer and counter-complaint filed by defendant, property settlement agreement, testimony of the plaintiff, statement of counsel for both parties and the entire record in this cause; from all of which the Court finds that the parties are entitled to an absolute divorce upon the statutory ground of irreconcilable differences; and further that the property settlement agreement heretofore entered into by and between the parties is in all things approved and should be made a part of this final decree.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the parties, Margaret West Black and James N. Black, are hereby granted an absolute divorce and they are restored to all the right and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement should be made a part of this decree. Said property settlement is in words and figures as follows:

"THIS AGREEMENT, made and entered into this 16th day of March, 1982, by and between MARGARET WEST BLACK, hereinafter referred to as "Wife," and JAMES N. BLACK, hereinafter referred to as "Husband."

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife and there is pending a suit for divorce between them, as referenced above; and

WHEREAS, irreconcilable differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife; and,

WHEREAS, it is the desire of the parties to enter into a written agreement making an equitable settlement of the property rights between the parties, it being understood by and between the parties that by entry into this agreement they are posturing their divorce litigation in such a way as to afford the Court an opportunity to grant a divorce to them on the grounds of irreconcilable differences, that being the desire of both parties. Both parties agree that this agreement shall be incorporated into the final decree in this divorce action if and when it is approved and the decree is entered by the Court.

NOW THEREFORE, for and in consideration of the mutual covenants and promises made between the parties, it is agreed as follows:

1. Residence. The real property with improvements thereon at 5128 Wilmar Drive, Nashville, Tennessee, shall belong equally to the parties as tenants in common. Upon the expiration of three years from the date of this agreement, arrangements shall be made for its sale and the proceeds of said sale shall be divided equally between the parties. The share of husband shall be reduced and added to the share of wife as set out in Section 2 hereinbelow. If husband's mother should no longer live at said residence prior to the three year period, then it shall be sold and the proceeds divided as set out herein. At any time prior to the three year period, husband may buy out wife's interest as set out herein by payment of cash to her. If such a purchase/sale should occur, it is agreed that the value of the property is Seventy-Five Thousand Dollars ($75,000.00). It is understood by and between the parties that the property is presently unencumbered, and that neither party shall encumber the property or act in any fashion to decrease the value of it.

2. Commerce Union Bank CD's. It is recognized that the parties owned Thirty Thousand Dollars ($30,000.00) in Certificates of Deposit at Commerce Union Bank at the time of separation. It is recognized that husband invested said money at Merrill Lynch prior to the filing of the divorce complaint, and that some loss occurred leaving the sum of Twenty-Seven Thousand Eight Hundred Seventeen Dollars Eighteen Cents ($27,817.18) at Merrill Lynch as of the filing of the divorce complaint. It is recognized that said sum is no longer available to the parties. Husband agrees, nevertheless, to pay to wife one-half of that sum, which equals Thirteen Thousand Nine Hundred Eight Dollars Fifty-Nine Cents ($13,908.59). If husband is unable to pay said sum prior to the sale of the aforementioned residence, then that amount shall be deducted from his share of the proceeds of the sale of the residence and added to the share of wife.

3. Hayworth note. All future payments on the Hayworth note shall be split equally between the parties following deduction of a reasonable attorney fee.

4. Vehicles. Each party shall retain possession of the vehicle or vehicles now in his or her possession. Husband shall sign over all right, title and interest he has in the 1976 Buick to wife. Wife shall sign over all right, title and interest she has in the 1977 Buick to husband. Upon effectuation of the title exchange, each party shall hold the other harmless for any liability that may exist now or in the future relative to said automobiles.

5. Stocks and bonds. The total derived from redemption of the First Christian Church bonds and Associates Finance bond shall belong equally to the parties. The Genesco stock owned by the parties shall belong to wife, and husband shall execute any documents appurtenant thereto.

6. Trade Winds Barbecue. Wife shall sign over to husband all right, title and interest she has in the Trade Winds Barbecue business formerly operated by the parties. Husband shall become sole owner and operator of the business, and shall hold wife, her heirs, executors and assigns harmless of any and all liability, including tax liability, relative to said business.

7. Household items. Wife shall retain those household items presently in her possession. Of those items presently at the residence at 5128 Wilmar, wife shall be entitled to the daughter's bed and mattress, the electric coffee pot, the rocking chair bought from her aunt, the piano, piano stool and piano lamp. All other household items shall belong to husband.

8. Privacy. It is agreed by both parties that they will stay away from the dwelling and business locations of the other, unless an invitation has been extended. As soon as practicable, arrangements shall be made by the parties for wife to pick up those household items currently at 5128 Wilmar Drive. The intent of this section is to insure the privacy of both parties.

9. Fees and costs. Husband agrees to pay to Robert M. Garfinkle, attorney, the sum of Three Thousand Dollars ($3,000.00) as his reasonable fee in this cause. Husband agrees to pay the court costs of this cause.

10. Affirmation. The parties hereto affirmatively state that this agreement is entered into voluntarily and without any undue influence or misrepresentation. Provisions of this agreement and their effect are fully known to each of the parties and each of the parties acknowledge that this agreement is fair and equitable.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written."

Judge

3-19-82

APPROVED FOR ENTRY:

Robert M. Garfinkle
Attorney for Plaintiff

cc: Glendon Fisher
Attorney at Law
Suite 806
Nashville Bank & Trust Bldg.
Nashville, TN 37201

I hereby certify that this is a true copy of original instrument filed in my office this 11 day of March 1982
GEORGE L. ROOKER C
By B. Eddings
Deputy Clerk

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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IDENTIF. REFERENCE

JUL 14 10 14 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Margaret Black West *Plaintiff, and* James N. Black *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* 14th *day of* July *in the year one thousand nine hundred and* Eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117