IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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TERRI JO JOHNSTON SADDLER)
)
vs.) NO.: 81D-3909
)
KEITH PRESTON SADDLER)

FINAL DECREE

This cause came to be heard before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, upon the plaintiff's complaint for absolute divorce, property settlement agreement, sworn interrogatories and the entire record, from all of which the Court finds that the allegations in the plaintiff's complaint are sustained by the proof, that there exists such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, ORDERED, ADJUDGED, AND DECREED that the plaintiff, TERRI JO JOHNSTON SADDLER, be and is hereby, awarded an absolute divorce from the defendant, that she be restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties be hereby perpetually dissolved.

It is further ORDERED that the property settlement agreement executed by both parties and filed with the complaint as part of the original pleading be approved by the Court and that each and every portion of said agreement is hereby made the decree of the Court.

It is further ORDERED that the plaintiff's maiden name, TERRI JO JOHNSTON, be restored as her legal name.

It is further ORDERED that each party shall be responsible for one-half of the attorney's fees in the amount of Three Hundred Fifty Dollars ($350.00), for which execution may issue if necessar

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It is finally ORDERED that the costs in this cause shall be taxed against each party separately and equally, for which execution may issue if necessary.

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Entered this the ___ day of January, 1982.

JUDGE JOE C. LOSER, JR.

1/22/82

Approved for entry:

STEPHEN W. PATE,
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to Mr. Keith Preston Saddler, 525 New Castle Lane, Hermitage, Tennessee 37076, on this the 22 day of January, 1982.

STEPHEN W. PATE

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FILED
1981 OCT 28 AM 10: 25
GEORGE L. ROONEY, CLERK

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into by and between TERRI JO JOHNSTON SADDLER, hereinafter called "Wife", and KEITH PRESTON SADDLER, hereinafter called "Husband", subject to the following premises, terms and conditions.

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past with the result that Wife has instituted divorce proceedings against the Husband which were filed with this document in the Circuit Court for Davidson County, Tennessee; and,

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights and enter into a contract for the settlement of such rights and obligations not only for the present, but for the future, it being their intention that such contract will be effective with respect to all property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW THEREFORE, for and in consideration of the foregoing premises and in consideration of mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties have no children born of this marriage.

2. Husband owns a home and lot located at 525 New Castle Road, Hermitage, Tennessee, 37076, which is deeded in his name in fee simple. It is understood and agreed that said real property shall remain the sole and separate property of the Husband and that he will be singularly responsible for the payment of the remaining indebtedness on said property and shall hold Wife harmless for any liability therefor, and Wife relinquishes any and all right, title and interest she may have acquired through the marital relationship.

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3. The parties understand and agree that Husband shall pay Wife the amount of Two Thousand Five Hundred ($2,500.00) Dollars when the above described home is sold or within five (5) years of the final decree, whichever occurs first.

4. The parties agree that Husband shall purchase Wife a new washer and dryer within thirty (30) days of the final decree with the make and model to be agreed upon between the parties.

5. The parties have heretofore divided all articles of their household furnishings and other personal property, including a 1978 Fiat model 124 automobile, titled to and in the possession of Wife, and a 1980 BMW model 320i automobile, titled to and in the possession of Husband and hereby ratify such division, acknowledging that all property in the possession of either of them as of the date of execution of this agreement is the sole and separate property of each party so possessing it.

6. It is understood and agreed that each party shall bear the sole and separate responsibility for the payment of all debts incurred individually, either during the parties' marriage or after the date of separation, and each party shall hold the other party harmless for any liability therefor. It is further understood that all joint obligations and debts occurring during the parties' marriage or after the date of separation shall continue to be joint obligations and each party will agree to pay one-half of said debts.

7. The parties agree that they will file separate federal income tax returns for the year 1981. Each party shall be solely responsible for the payment of any and all income taxes found to be due and owing by the party and shall hold the other party harmless for any liability therefor. Any refund found to be due and owing to either party shall be the sole and separate property of the party to whom the refund is due.

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8. The parties agree that each shall pay one-half of the court costs in the divorce proceeding now pending and each shall pay one-half of Wife's attorney fees.

9. It is understood and agreed between the parties that this agreement is intended to be a full and final settlement of all property rights of the respective parties, and is a discharge from all other claims arising out of their marital relationship 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 on the other's property, including without limitations, distributive share, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or the right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by Wife and Husband or any property that either of them may acquire in the future.

10. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, their heirs and assigns.

11. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated.

12. The provisions in this agreement and their legal affect are fully known by 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 parties have executed this instrument on the 2nd day of Oct, 1981.

TERRI JO JOHNSTON SADDLER, Wife

KEITH PRESTON SADDLER, Husband

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, [signature] a Notary Public in and for the aforesaid County and State, the within named TERRI JO JOHNSTON SADDLER, with whom I am personally acquainted, whom being duly sworn according to law, makes oath and affirms that the information and facts contained herein are true to the best of her knowledge, information and belief.

[signature]
TERRI JO JOHNSTON SADDLER

Sworn to and subscribed before me this 22nd day of October, 1981.

[signature]
NOTARY PUBLIC

My commission expires: 10/15/83

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, [signature] a Notary Public in and for the aforesaid County and State, the within named KEITH PRESTON SADDLER, with whom I am personally acquainted, whom being first duly sworn according to law, makes oath and affirms that the information and facts contained herein are true and correct to the best of his knowledge, information, and belief.

[signature]
KEITH PRESTON SADDLER

Sworn to and subscribed before me this 9th day of Oct, 1981.

[signature]
NOTARY PUBLIC

My commission expires: 10/21/84

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H 0 4 3 3 3

IDENTIF. REFERENCE

Aug 16 9 10 AM '82

FELIX E. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

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Mail
Terri J. Johnston
1302 Corner Tree
Madison

CASE NO. 81D-3909 MB 122C, PAGE 2548

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* Terri Jo Johnston Saddler *Plaintiff, and* Keith Preston Saddler *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 Karen Rokley, *D. C.*

Form #GR-117