84-15
par 24 a.

122A/642

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
OCT -9 AM 11:19
D.C.

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BERNARD FRAYSER McLAURINE, JR.]

84-15
Par .24

-vs-] NO. 81D-2860

JEAN DAVIS McLAURINE]

FINAL DECREE

This cause came on to be heard on the 9th day of October, 1981 before the Honorable Joe C. Loser, Judge, upon the original complaint for absolute divorce filed by the complainant, default judgment being duly granted, submission to the Court for approval of a property settlement agreement heretofore entered into by and between the parties, testimony of the complainant in the form of interrogatories, 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 Tennessee Code Annotated, §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, Bernard Frayser McLaurine, Jr., is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, which agreement is incorporated as follows:

81D-2860

PROPERTY SETTLEMENT AGREEMENT

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CLERK
Davidson Co. D.C.

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by BERNARD FRAYSER McLAURINE, JR., hereinafter referred to as "Husband" against JEAN DAVIS McLAURINE, hereinafter referred to as "Wife", under Docket No. 81D-2860, and

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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, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

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

2. Both Husband and Wife acknowledge that this Agreement shall be binding upon the parties, their heirs, executors and assigns and that this Agreement will not be modified by oral agreement or parole evidence.

3. All right, title and interest which the Husband has in and to the real property of the parties located at 2313 Selma Drive, Nashville, Davidson County, Tennessee shall be divested from him and the sole and exclusive ownership in said property shall be vested in Wife, in fee simple, absolute.

4. Husband shall be awarded the exclusive ownership of his personal clothing, wearing apparel, jewelry, one bed, two chairs, and one dresser. All other items of household furniture, furnishings and appliances shall be awarded as the exclusive property of the Wife.

5. The 1977 Pontiac station wagon shall be awarded as the exclusive property of the Wife. The 1980 Datsun automobile shall be awarded to the Husband.

6. Husband agrees that he will vacate the residence of the parties within sixty days of the signing of this Agreement. Wife acknowledges that she is placing the house on the market for immediate sale and pending the sale of the home, Husband will continue to pay the normal and reasonable household expenses not to exceed $850.00 per month, which shall include allotment of $600.00 for living expenses, $150.00 for electric and gas utilities, $40.00 for water, $30.00 for telephone and $30.00 for Blue Cross-Blue Shield medical insurance. Upon the sale of the home, Husband agrees to pay directly to Wife the sum of $675.00 per month as periodic alimony, said payments to continue until the death or remarriage of Wife, whichever is the first event to occur. Wife does agree that she will not unreasonably withhold consent to sell the home and will cooperate in all respects to accomplish the sale of same.

7. Husband shall be awarded the exclusive ownership of all funds now on deposit with the E. I. DuPont Thrift Plan and the Old Hickory Employees Credit Union.

8. The silver coins and coin collection will be awarded as the exclusive property of the Husband.

9. Husband shall be awarded the exclusive ownership and the exclusive right to receive all payments due on a note from the sale of the farm of the parties in Robertson County, which is presently owing by Dixon Farms in the approximate amount of $40,000.00. Any interest which Wife may have in said note or to receive said funds is hereby divested out of her and vested solely in the Husband.

10. The parties acknowledge that the oldest son, B. F. McLaurine, III, presently owes approximately $3,200.00 resulting from an outstanding loan. The parties further agree that this loan shall be assigned in its entirety to Husband and he shall have the right to receive these funds as per any mutual agreement between he and the aforementioned son.

11. Husband agrees to maintain his life insurance policy carried through E. I. DuPont Company with the approximate face value of $45,000.00 with the Wife designated as the irrevocable beneficiary thereon.

12. Wife hereby waives, relinquishes and releases any and all further claims for alimony, periodic or in lump sum, past, present or future, other than as is contained herein. BOOK 5930 PAGE 239

13. Husband agrees to pay Robert L. Jackson a total attorney fee of $350.00, along with any and all court costs necessary to dispose of this matter.

Both parties agree to sign any and all deeds, titles, documents 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 that they have signed same voluntarily.

WITNESS OUR HANDS, this 25 day of Aug., 19 81 as to the Wife, and the 25 day of AUGUST, 19 81 as to the Husband.

Jean Davis McLaurine
WIFE

Bernard Frazier McLaurine, Jr
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

WITNESS MY HAND and official seal at Nashville, Tennessee, this 25th day of August, 19 81.

Julia A. Bruce
NOTARY PUBLIC

My C. E. 1-22-84

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

WITNESS MY HAND and official seal at Nashville, Tennessee, this 25th day of August, 1981.

Della C. Byrd
NOTARY PUBLIC

My C. E. 1-22-84

ADDENDUM

Husband agrees to loan Wife a sum not to exceed $7,500.00 for the purpose of buying an automobile. Said loan to be non-interest bearing but due and payable to Husband at the time the home is sold and for that purpose the loan shall constitute a lien against the property.

Signed this 25th day of August, 1981.

Jean Davis McLaurine
Wife

Bernard Grayson McLaurine, Jr.
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 Jean Davis McLaurine and B. J. McLaurine, Jr., who made oath that they executed the foregoing addendum for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 25th day of August, 1981.

JoAnn Yates
NOTARY PUBLIC

My C. E. 1/15/83

The costs of this cause are taxed against the complainant, for all of which execution may issue, if necessary.

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JUDGE

10/9/81

APPROVED:

Robert L. Jacks
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 this 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 7 day of Oct 1981.

Robert L. Jacks

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RUSH

IDENTIF. REFERENCE

AUG 27 12 29 PM '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*~~ True Copy *the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Bernard Frayser McLaurine, Jr. *Plaintiff, and* Jean Davis McLaurine *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* 27th. *day of* August *in the year one thousand nine hundred and* Eighty-Two *and in the* 206th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Tucker, *D. C.*

Form #GR-117