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1246/1001

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANGELA MARIA (MIRRO) SHAIA

Plaintiff

BOOK 5939 PAGE 577

VS. No. 81D-4158

JOSEPH ALOYIOUS SHAIA

Defendant

Map 117-8
Map 119-14

FINAL DECREE

This cause came to be heard on the 31st day of August, 1982, before the Honorable Joe Loser, Jr., Judge for the Third Circuit Court of Davidson County, Tennessee, upon the original Complaint for Divorce, as heretofore filed, testimony of the Plaintiff, Angela Maria (Mirro) Shaia on grounds of irreconcilable differences, statements of counsel, and the entire record, from all of which it appeared to the satisfaction of the Court, that the Plaintiff should be entitled to a Divorce on the grounds of irreconcilable differences.

It further appears to the Court that the Parties have entered into a Property Settlement Agreement, which Property Settlement Agreement is found to be fair and will be the order of this Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the Plaintiff, Angela Maria (Mirro) Shaia, and the Defendant, Joseph Aloyious Shaia, are herein now and forever perpetually dissolved, and the Plaintiff, Angela Maria (Mirro) Shaia, is awarded an Absolute Divorce from the Defendant, Joseph Aloyious Shaia.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties have entered into a Property Settlement Agreement to wit:

PROPERTY SETTLEMENT AGREEMENT

There is now pending in the Third Circuit Court of Davidson, a divorce styled, Angela Maria (Mirro) Shaia vs.

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Joseph Aloyious Shaia, the same being docket number_____, and it appears that the Parties are unable to reconcile their differences and it would be to their mutual benefit if the Parties settle their differences as to the division of property, and they have entered into the following agreement.

W I T N E S S E T H:

For and in consideration of the promises, the mutual agreements made herein one to the other and other good and valuable considerations, the Parties hereto agree as follows:

1. That the Plaintiff shall have as her sole and exclusive property the following real estate and all right, title and interest in same shall be divested out of the Defendant and vested in the Plaintiff. Said real estate being to wit:

2922 Simmons Avenue, Nashville, Tennessee 37211 to wit:

Land in Davidson County, Tennessee, being part of Lot No. 33 of Block "D" on the Plan of Woodbine Courts, Section 2, not of record, described according to a survey made by Blanchard & Parrish, Engineers, as follows:

Beginning on the easterly margin of Simmons Avenue at the corner of Lots Nos. 32 and 33; thence with the line between said two lots, eastwardly 140 feet to the northwest corner of the property conveyed to O. G. Hartman and wife, by deed from W. C. Waggoner, Jr. and wife, of record in Book 1786, page 137, Register's Office for said County; thence with the westerly line of said Hartman property southwardly 109 feet to the northerly margin of east Timmons' Avenue; thence with said Avenue westwardly 91.1 feet to the beginning of a curve; thence around said curve with a radius of 50 feet northwestwardly 77.4 feet to the easterly margin of Simmons Avenue; thence with said Avenue northwardly 60.1 feet to the beginning.

Being the same property conveyed to William Earl Green and wife, Virgie B. Green, by deed from Margaret P. Brewer, as of record in Book 4282, page 891, Register's Office for said County.

Being the same property conveyed to Steven F. Coble, a single person, by deed from William Earl Green and wife Virgie B. Green, as of record in Book 4773, page 744, Register's Office for said County.

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Joseph A. and wife Angela M. Shaia further hereby assume the mortgage indebtedness under Deed of Trust of record in Book 4773, page 745, said Register's Office in the amount of $13,252.05.

Being the same property conveyed to Joseph A. Shaia and wife, Angela M. Shaia, as of record in Book 4877, page 90, said Register's Office for said County.

Unimproved property known as Stokes Retreat on Belmont Boulevard the same being to wit:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Stokes Retreat, as of record in Book 4955, page 15, Register's Office for said County. For a more complete description reference to said plan is hereby made.

Being the same property conveyed to Joseph Shaia and wife, Angela M. Shaia, of record in Book 5099, page 371, Register's Office for Davidson County, Tennessee.

The Plaintiff shall be required to pay the indebtedness on the above properties.

2. The Defendant shall have as his sole and exclusive property all right, title and interest in the following real estate and all right, title and interest in same shall be divested out of the Plaintiff and vested in the Defendant. The same being to wit:

22.958 acres in Franklin, Tennessee the same being to wit:

Tract 11 of "The George A. Sloan Property" as set forth in the Plat of same prepared by Stanford and Associates, Inc., Franklin, Tennessee, September 21, 1976, and of record in Plat Book 6, page 16, Register's Office of Williamson County, Tennessee, and being approximately 22.958 acres, more or less.

Being the same property conveyed to Joseph A. Shaia and wife, Angela Shaia, of record in book, by deed of Stella Schnakenberg, et vir, of record in Book _____, page _____, Register's Office of Williamson County, Tennessee.

Coon Hunter's Club Clovercroft Road., Franklin, Tennessee, the same being to wit:

Said tract lies wholly within the 14th Civil Districts, Williamson County, Tennessee, and is bound in the general on the North and West by Ingraham on the South by Ingraham and Clovercroft Road on the East by S. J. Wilson Est. and Higgins.

Beginning at a point in the north margin of Clovercroft Road said point being S. J. Wilson's Est. Southwest corner, thence with the north margin of Clovercroft Road S 75° 15' W 25 ft. to a point, thence with the West margin of a 25 ft. Road with the two following calls N 7° E + 500 ft. and N 1° E 394 ft. to a point, thence with a fence line N 62° 45' W 416.5 ft. to a fence post, thence with a fence line N 28°

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30' E 352 to an iron pin, thence with a new line N 57°15' E 189.8 ft. to an iron pin in Higgins west fence line, thence with said fence line S 9° 25' E 402 ft. to a dead Tree, thence with S. J. Wilson's Est. West Line with the two following calls S 1° W 597 ft. and S 7° W 490 ft. to the point of beginning containing 3.6 acres, more or less, according to survey of Billy Carl Tomlin dated 10/12/77. Shaia, his heirs and assigns, shall be responsible for and maintain adequate cattle guards and/or gates at both ends of said 25 ft. roadway and Ingraham, his heirs and assigns, retain an easement right of access to and use of said roadway. Both of these rights and responsibilities shall run with the land.

And being the same property conveyed to Joseph A. Shaia and wife, Angela M. Shaia, by installment deed of Frank C. Ingraham, et us, dated November 19, 1977 and of record in Book 299, page 663, R.O.W.C., Tennessee.

3. The parties have heretofore divided all articles of their household furnishings and personal property and do hereby ratify such division acknowledging that all such property in the possession of either of them as of the date of execution of this Agreement is the sole and separate property of the person so possessing it.

4. The Defendant agrees to be responsible for any and all debts acquired by the Parties up to the date of separation.

5. The Plaintiff shall have all right, title and interest in the 1980 Subaru wagon and all right, title and interest in same shall be divested out of the Defendant and vested in the Plaintiff, with Plaintiff to pay payments on same.

6. The Plaintiff shall have custody of the parties' minor children and the Defendant will pay to her the sum of Three Hundred Dollars ($300.00) per month, per child as child support. In addition he shall pay the Plaintiff the sum of Three Hundred Dollars ($300.00) per month as alimony. This amount shall be increased or decreased annually according to the cost of living as determined by the Consumer Price Index.

7. The Defendant agrees to pay educational cost for the parties' minor children in a private school or a public school, which shall include tuition, fees,

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books, supplies, room, board, clothing and incidental living expenses, transportation to and from school and other expenses associated with said school up to the amount of Two Thousand Dollars ($2,000.00) per school year until the children are through the 12th grade. All cost for educational purposes which are over the amount of Two Thousand Dollars ($2,000.00) per school year shall be equally divided between the parties.

8. Husband shall maintain in full force and effect a Medical and Hospitalization Insurance Policy for the parties' minor children and shall pay all premiums required to maintain such policy. Any medical or dental expenses that are not covered by said insurance will be equally divided between the Plaintiff and the Defendant. This amount shall include but not be limited to deductable amount under the policy, doctor bills, hospital bills, drug bills, dental bills, orthodonist bill and any other expenses for medical or dental care of the parties' minor children.

9. Husband shall obtain and maintain a Life Insurance Policy on his life with him to be the owner in the amount of Seventy-five thousand dollars ($75,000. 00) and name the parties' minor children as irrevocable beneficiaries until they reach the age of eighteen. Evidence of same shall be provided to the Plaintiff. The Defendant agrees that he shall not pledge, borrow against, or encumber said policy in any manner whatsoever. Defendant shall furnish the copy of said policy to the wife and shall make all premium payments on a timely fashion and shall instruct the insured to notify the Plaintiff in the event premiums are not paid in accordance with policy provisions or in the event he makes application to change the beneficiaries under the policy.

10. The Defendant states to the court that the debt owed

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by him at Harpeth Bank has already been paid in full and if it is not he will agree to do so.

11. The Plaintiff will be responsible for the property taxes on the property that she receives. The Defendant will pay all past due income tax owed by the parties and hold the Plaintiff harmless on same.

12. The Defendant shall be prohibited from taking the minor children to visit with him in his residence if he has a woman living with him or staying at the time, unless this woman is his wife.

13. The Defendant shall pay to Eleanor T. Mead, Attorney for the Plaintiff the sum of $1,272.00, and the cost of this cause.

14. It is understood and agreed between the parties that the husband shall bear a sole and separate responsibility for payment of all debts of the parties regardless of whether joint or individual which were incurred prior to the date of the parties' separation and shall hold wife harmless for any liability for such debt. It is further understood and agreed between the parties that each shall bear sole and separate responsibility for payment of all debts incurred by him or her after the date of the parties' separation and shall hold the other party harmless for any liability therefor. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other, since the date of separation.

15. It is understood and agreed between the parties as part of the consideration for the execution of this Agreement that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

16. Each party covenants with the other that from this date forward, neither will contact any indebtedness upon the credit of the other and that, if either shall

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be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

17. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both husband and wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

Both parties understand this Agreement is subject to the approval of the Court in the event a Divorce is granted to either Party. However, in the event a Divorce is not granted to either Party, this Agreement shall be of no force and effect. If approved by the Court, this Agreement is a full, final and complete settlement of the property rights of the Parties and the same may be incorporated in the Final Decree of Divorce. Parties submit to the jurisdiction of the Court for the purposes herein contained. Further, this Agreement is entered into without any collusion between the Parties but solely of their own free will and accord.

THIS AGREEMENT constitutes a full, final and complete Agreement between the Parties to be entered into a part of the Final Decree of Divorce in the event a Divorce is granted to either of the PARTIES, and that there are no other Agreements

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by and between the Parties, written or otherwise.

ENTERED this _____ day of _____, 1982.

_____
Angela Maria (Mirro) Shaia

Sworn to and subscribed before me this _____ day of _____, 1982.

_____
NOTARY PUBLIC

My Commission Expires:

_____

_____
Joseph Aloyious Shaia

Sworn to and subscribed before me this _____ day of _____, 1982.

_____
NOTARY PUBLIC

My Commission Expires:

_____

It is found by the Court that the Property Settlement Agreement entered into by the parties has made adequate and sufficient provision for custody and maintenance of the parties' minor children.

The Court further finds that the Property Settlement Agreement makes an equitable settlement of any property rights between the Parties.

It is found by the Court that the above Property Settlement is fair to all parties concerned and that, therefore, same is made an Order and Judgment of this Court.

ENTERED this 31st day of August, 1982.

Joe Loser, Jr., Judge

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Eleanor T. Mead
Attorney for Plaintiff

BOOK 5939 PAGE 585

Larry L. Westbrook
Attorney for Defendant

IDENTIF. T. REFERENCE

SEP 21 8 42 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

Docket No. 81D-4158 Minute Book 124B Page 1001

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* Angela Maria Mirro Shaia *Plaintiff, and* Joseph Aloyious Shaia *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* 13th *day of* September *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Barry, *D. C.*

Form #GR-117