3/6/13/3

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AUG 30 PM 12:45

D.C.

MURIEL BRENDA WOODARD)
)
)
VS.) NO. 82D-1492
)
)
THOMAS WILLIAM WOODARD)

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 30th day of August, 1982, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the original petition filed in this cause, default judgment having been entered against the defendant, statement of counsel representing the plaintiff, and upon the entire record;

From all of which it appears to the Court that the allegations of the plaintiff's petition have been fully sustained by the proof, and that the plaintiff, Muriel Brenda Woodard, is entitled to an absolute divorce from the defendant on the grounds of irreconcilable differences, and that the parties be restored to all of the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a Child Custody & Property Settlement Agreement, a copy of which Agreement is attached hereto, the original being already on file with the Court.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Muriel Brenda Woodard, be and she is hereby awarded an absolute divorce from the defendant, and that both parties be restored to all of the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED and DECREED by the Court and the Court affirmatively finds that the parties have made, by written agreement, adequate, sufficient and equitable provisions for the custody and maintenance of the minor children of the marriage and for the settlement of any property rights between them, and the said Child Custody & Property Settlement Agreement, as agreed by and between the parties, is hereby approved and made a part of this judgment as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MURIEL BRENDA WOODARD)
)
VS.) NO. 82D-1492
)
THOMAS WILLIAM WOODARD)

CHILD CUSTODY & PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between THOMAS WILLIAM WOODARD, hereinafter referred to as the "Husband", and MURIEL WOODARD, hereinafter referred to as the "Wife".

WITNESSETH:

WHEREAS, the Husband and the Wife were married on May 9, 1962, and resided together in that relationship until on or about March 18, 1982, in Davidson County, Tennessee, when they were separated; and

WHEREAS, there were three children born of this marriage, namely THOMAS W. WOODARD, JR, age 16 years; MIA WOODARD, age 14 years; and MONICA WOODARD, age 5 years; and

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each state that it is their mutual desire that their marriage be terminated by divorce; and

WHEREAS, the Wife filed in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled MURIEL BRENDA WOODARD, Plaintiff -vs- THOMAS WILLIAM WOODARD, Defendant, seeking among other things an absolute divorce; and

WHEREAS, the parties desire to enter into the following Child Custody & Property Settlement Agreement as a complete and final settlement with respect to all questions of alimony, child support, and the division of their material estate.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. That the Wife will have custody of the three minor children of the parties with the Husband to have reasonable visitation. The parties shall alternate Christmas holidays and the Husband shall have the children two weeks during the summer.

2. The Husband shall pay $35.00 per child per week as child support directly to the Wife. As each child reaches age 18 years or is emancipated, the child support for that child shall cease.

3. The Husband will pay the court costs of this cause.

4. The Husband shall have the two undeveloped lots located at 1207 Ireland Street, Nashville, Tennessee, and the other at 2913 Scott Avenue, Nashville, Tennessee. The Wife will execute any documents necessary to relinquish any of her right, title and interest in these properties.

5. The Wife shall have the home of the parties located at 2915 Scott Avenue, Nashville, Tennessee, and shall hold the Husband harmless as to all future monthly mortgage payments. The Husband will sign all documents necessary to effect the transfer of this property to the Wife. The Wife hereby agrees not to sell said home until the youngest child reaches age 18 years.

6. The Wife shall have the 1976 Chevrolet Malibu automobile and the Husband shall have the 1977 Pontiac Lemans automobile. Each party will execute any documents necessary to effect transfer of the title of said automobiles to the proper person.

7. The Husband shall have as his sole property a bedroom suite, portable color television, tools, guns, and record albums. The Wife shall have all other household goods, furnishings, furniture, and all else located in and about the home of the parties.

8. The Wife agrees to maintain hospitalization insurance on the children through her employment. The Husband agrees to pay the medical bills not covered by the Wife's insurance plan, and the Husband agrees to pay all reasonable dental expenses for the minor children.

9. The Husband is to have two of the children, Thomas, Jr. and Mia, as dependents for income tax purposes, and the Wife shall have one child, Monica, as her dependent for income tax purposes.

10. The parties desire that this Agreement be incorporated as a part of any Final Decree of Divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

11. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

12. 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. The provisions of this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

13. From the date of execution of this Agreement, neither party will incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required voluntarily or involuntarily to pay a debt incurred by the other party, the party who makes such payment shall be entitled to indemnity from the

other party for all legal obligations paid, including the amount paid, reasonable attorneys fees actually incurred and interest actually paid, not to exceed the maximum rate allowed by law.

Muriel Woodard

MURIEL WOODARD

Thomas W. Woodard

THOMAS W. WOODARD

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 MURIEL WOODARD, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 1st day of May, 1982.

Notary Public

My Commission Expires: 1-22-1984.

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 THOMAS W. WOODARD, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 1st day of May, 1982.

Notary Public

My Commission Expires: 1-22-1984

OFFICIAL RECEIPT

The cost of this cause is adjudged against the plaintiff, Muriel Brenda Woodard, for which let execution issue if necessary.

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ENTER, this 30th day of August, 1982.

JAMES M. SWIGGART, Judge

APPROVED FOR ENTRY:

DAVID J. LEVINE
Attorney for Plaintiff
1119 Stahlman Building
Nashville, Tennessee 37201

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of August, 1982, I mailed a copy of the foregoing Final Decree of Divorce to the defendant, at his last known address, 3258 Brick Church Pike, #A-19, Nashville, Tennessee 37207.

DAVID J. LEVINE

H I 3 2 0

EXAMINED & REFERENCE

OCT 8 10 01 AM '82

REGISTER
DAVIDSON COUNTY, TN

RUSH

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* MURIEL BRENDA WOODARD *Plaintiff, and* THOMAS WILLIAM WOODARD *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* 6 *day of* October *in the year one thousand nine hundred and* eighty-two *and in the* 207 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*