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GEORGE L. BOOKER, CLERK

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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DOROTHY MARIE WHITCOMB BOOK 5960 PAGE 718

VS. NO. 81D-1415

ROBERT LOVEJOY WHITCOMB, JR.

see back for Mag. Card

FINAL JUDGMENT

This cause came on to be heard this 6th day of August, 1981, before the Honorable Stephen North, Judge, upon the Complaint for absolute divorce filed by the plaintiff, Property Settlement Agreement duly signed and entered into by and between the parties, testimony of plaintiff and statement of counsel, from all of which this Honorable Court finds that such irreconcilable differences exist in the marriage of the parties so as to make a divorce proper and grants to the plaintiff an absolute divorce from the defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Honorable Court that the plaintiff be granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Honorable Court that the Property Settlement Agreement signed and entered into by and between the parties is adequate and sufficient for the equitable settlement of all property rights and is hereby approved and made a part of this Judgment and states as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this 16th day of June, 1981, by and between Dorothy Marie Whitcomb, hereinafter referred to as the Wife, and Robert Lovejoy Whitcomb, Jr., hereinafter referred to as the Husband.

WITNESSETH:

WHEREAS, the husband and wife were married on April 3, 1943, and resided together in that relationship until on or about January 1981, when they were separated, and;

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and

each states that it is their mutual desire that their marriage be terminated by divorce; and

WHEREAS, the wife filed in the Fifth Circuit Court for Davidson County, Tennessee, a suit for divorce styled Dorothy Marie Whitcomb, Plaintiff, versus Robert Lovejoy Whitcomb, Jr., Defendant, Docket No. 81D-1415, seeking among other things an absolute divorce; and

WHEREAS, the parties desire to enter into the following property settlement agreement as a complete and final settlement with respect to all questions of alimony and the division of their property and estates.

NOW, THEREFORE, in consideration of the premises, the Husband and Wife agree as follows:

1. The wife shall receive all right, title and interest in the parties' home and lot located at 1714 Linden Avenue, Nashville, Tennessee, and more particularly described in the deed of record in Book 2535, page 219, Register's office for Davidson County, Tennessee.

2. The wife shall receive all right, title and interest in the lot adjoining the above property located at 1716 Linden Avenue, Nashville, Tennessee, and more particularly described in the deed of record in Book ____, page ____, Register's office for Davidson County, Tennessee.

3. The wife shall receive all right, title and interest in the 1977 Buick automobile.

4. The wife shall have exclusive ownership of any and all household furniture, appliances and fixtures which are presently located at her residence, 1714 Linden Avenue, Nashville, Tennessee, as described above.

5. The wife shall have and receive of the husband the sum of Eight Hundred Dollars ($800.00) per month as alimony until she dies or remarries, at which time husband's said obligation to pay shall terminate. These payments are to commence June, 1981.

6. The wife shall have all her clothes, jewelry and personal articles free and clear of any claims by the husband.

7. The husband shall pay the sum of Four hundred dollars ($400.00) to the wife or her attorney as she may direct as attorney's fees; said amount payable within thirty (30) days of the execution of this Agreement.

8. Any and all other property, real, personal or mixed, and including intangibles, belonging to the husband or the parties jointly, shall be the exclusive property of the husband free and clear of any and all claims by the wife.

9. The husband shall repair the metal steps at the rear of the home at 1714 Linden Avenue and remove the old garage and contents located there. The metal steps shall be repaired, welded and painted. These items shall be completed within sixty (60) days of the execution of this Agreement.

10. The wife represents that the parties have an outstanding balance on their two Sears charge accounts, account #6 90669 99589 4 and acct. #6 90669 99588 6 in the amounts of One thousand seven hundred fifty three dollars and fifty-three cents ($1,753.53) and One thousand two hundred thirty dollars and forty-nine cents ($1,230.49) respectively. The wife further represents that the parties have an outstanding balance on their J. C. Penney's charge accounts, account #179 117 003 61 in the amount of Three hundred seventy-seven dollars and forty-three cents ($377.43). The husband shall pay these accounts and shall hold wife harmless from same.

11. The wife is in need of dental work and the husband shall pay this amount not to exceed Two hundred fifty dollars ($250.00) upon presentation of a bill prior to one hundred twenty (120) days after the execution of this Agreement.

12. The husband shall pay the Court costs of this action.

13. The parties shall execute any documents necessary to the performance of this Agreement.

14. This Agreement shall be incorporated by the Court in the Final Judgment for the equitable settlement of the property rights between the parties.

15. From the date of the 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, the party who makes such payments shall be entitled to indemnify 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.

IN WITNESS WHEREOF, the parties having read this instrument, discussed it with counsel and familiarized themselves with its contents, signed and executed it this 16th day of June, 1981.

S/DOROTHY M. WHITCOMB
DOROTHY M. WHITCOMB

S/ROBERT LOVEJOY WHITCOMB, JR.
ROBERT LOVEJOY WHITCOMB, JR.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named individual, Dorothy Marie Whitcomb, with whom I am personally acquainted and who, after being duly sworn, made oath that she signed the foregoing Agreement for the purposes contained therein.

This the 12th day of June, 1981.

S/Jan Reasonover My Commission Expires: 4/18/82
NOTARY PUBLIC

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named individual, Robert Lovejoy Whitcomb, Jr., with whom I am personally acquainted and who, after being duly sworn, made oath that he signed the foregoing Agreement for the purposes contained therein.

This the 16th day of June, 1981.

S/Phyllis J. Ramsey My Commission Expires: 10/15/83
NOTARY PUBLIC

The costs of this cause are hereby taxed to the defendant as per the Property Settlement Agreement for which execution may issue if necessary.

Enter this 17th day of August, 1981.

JUDGE

APPROVED ~~FOR~~ ENTRY:

James V. Barr

JAMES V. BARR, III
Attorney for Plaintiff

CERTIFICATION

Certification is hereby made that a copy of this Final Judgment has been mailed to Mr. James W. Price, Jr., Attorney for defendant, 219 Second Avenue, North, Nashville, Tennessee 37201, this 6th day of August, 1981.

James V. Barr

JAMES V. BARR, III

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IDENTIF. REFERENCE

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BOOK 5960 PAGE 722

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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81D-1415 43A/417

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* DOROTHY MARIE WHITCOMB *Plaintiff, and* ROBERT LOVEJOY WHITCOMB, JR. *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* 25th *day of* November *in the year one thousand nine hundred and* eighty-one *and in the* two hundred sixth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowland, *D. C.*

Form #GR-117