IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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MARTHA S. WIGGINS)
)
COMPLAINANT)
)
VS.) No. 80D-4597
)
)
WILLIAM G. WIGGINS)
)
DEFENDANT) Map-117-4 Parcel 225

150B/13/4

V. N.

FINAL DECREE

This cause came on to be heard on this 17th day of March, 1981, before the Honorable Hamilton Gayden, Judge of the Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, the testimony of Complainant, statement of Complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Complainant and the Defendant; and that the Complainant is entitled to an absolute divorce from the Defendant; wherefore, her Complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That Complainant, Martha S. Wiggins, is hereby granted an absolute divorce from the Defendant, Willaim G. Wiggins; that the bonds of matrimony heretofore existing between them be and the same hereby are absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by the parties and submitted to the Court be approved and made an order of this Court, as copied verbatim below:

OFFICIAL RECEIPT

FILED
1980 DEC -8 PM 3:48
GEORGE L. ROOKER, CLERK

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARTHA S. WIGGINS
Complainant

vs.

WILLIAM G. WIGGINS
Defendant

_____ D.C.

No. _____

PROPERTY SETTLEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19_____, by and between MARTHA S. WIGGINS and WILLIAM G. WIGGINS:

W I T N E S S E T H:

WHEREAS the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

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

2. In consideration of the mutual covenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the wife hereby waives alimony and her rights to support and maintenance by the husband.

OFFICIAL RECEIPT

3. The husband hereby agrees that all of his right, title, interest and equity in the 1971 Volkswagon Sedan automobile shall be divested out of him and vested solely in the wife.

4. The parties agree that household furnishings, furniture, personal property and other personal effects remain in the possession and ownership of the respective party now in possession of the property so divided.

5. Parties own as tenants by the entireties the home property known as 2804 Hawthorne Place, located in Davidson County, Tennessee. They do hereby agree that upon the entry of the final decree in this matter, that they shall become tenants in common of said property. Wife shall have the sole right to occupancy or rental income for five years from the date of the decree, and further, Wife shall have the obligation to pay for all repairs, maintenance, taxes, insurance, and mortgage indebtedness on the house. At any time during the five year period, Wife shall have the option of either (a) paying to husband the sum of $15,000 in return for a quit claim deed divesting the husband of all right, title and interest therein; or (b) selling the house and spliting the net proceeds equally provided, however, that the sum distributed to the husband shall not exceed $15,000 regardless of the total net proceeds obtained.

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

7. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

OFFICIAL RECEIPT

8. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by Husband and Wife equally.

9. 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.

10. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures on this _____ day of _____, 19____.

_____

MARTHA S. WIGGINS

_____

WILLIAM G. WIGGINS

OFFICIAL RECEIPT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Came before me the said MARTHA S. WIGGINS, with whom I am personally acquainted, who signed and executed this Agreement on the day and date above written.

_____
NOTARY PUBLIC

My Commission expires _____.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Came before me the said WILLIAM G. WIGGINS, with whom I am personally acquainted, who signed and executed this Agreement on the day and date above written.

_____
NOTARY PUBLIC

My Commission expires _____.

OFFICIAL RECEIPT

3. That the costs of this action be taxed to the Complainant and Defendant equally.

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ENTER the 17th day of MARCH, 19 81.

JUDGE

APPROVED FOR ENTRY:

MADISON POWERS
ATTORNEY FOR COMPLAINANT

cc: William G. Wiggins
2001 21st Avenue South
Nashville, Tennessee 37212

FILED
NOV 15 2 57 PM '82
FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

IDENTIF. REFERENCE

H 1 7 3 4 3

80D-4597 150B/1314

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* MARTHA S. WIGGINS, *Plaintiff, and* WILLIAM G. WIGGINS, *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* 15th *day of* November *in the year one thousand nine hundred and* eighty-two *and in the* two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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