IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUANITA ELIZABETH WILLIAMS,
Plaintiff

-vs-

TURNER G. WILLIAMS,
Defendant

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No. 81-D-3318

105-10. 335 jk

FINAL DECREE

This cause came on to be heard on the 17th day of May, 1982, before the Honorable ~~Benson Trimble~~ Thomas A. Brandon, Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original sworn Complaint heretofore filed by plaintiff on September 10, 1981, and, thereafter, personal service was had on September 11, 1981, a judgment by default taken by plaintiff, the sworn testimony of plaintiff, the statement of counsel, the Property Agreement entered into on 11th day of May, 1982, executed by both parties, from all of which the Court finds that it has jurisdiction in this matter and that plaintiff has sustained her grounds for an absolute divorce based on irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED and DECREED that plaintiff, Juanita Elizabeth Williams, is hereby awarded an absolute divorce based upon the statutorily alleged grounds of irreconcilable differences and the bonds of matrimony heretofore subsisting between the parties are perpetually dissolved, and plaintiff is restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Property Agreement entered into by the parties dated the 11th day of May, 1982, and which is set forth hereinafter in its entirety is found to be an adequate and sufficient written agreement for the equitable settlement of any property rights between the parties:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 11th day of May, 1982, by and between Juanita Elizabeth Williams (hereinafter referred to as "Wife") and Turner G. Williams (hereinafter referred to as "Husband"), to be effective on this day.

W I T N E S S E T H:

WHEREAS, the parties are presently separated and Wife has filed the above-captioned action for divorce which because of this Agreement between the parties, the Husband has not contested; and

WHEREAS, the parties desire to settle property matters without the expense of contested litigation respecting said property matters and to further comply with the requirements of T.C.A. § 36-801, and for no other purposes.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Husband will pay Wife the sum of One Thousand Five Hundred ($1,500.00) Dollars in three (3) Five Hundred ($500.00) Dollar payments, the first payment being made ninety (90) days from the entry of the final judgment in the above-captioned cause, the second payment being made one hundred eighty (180) days from that date, and the third payment being made three hundred sixty (360) days from that date.

2. Title to the following property will vest in Wife: the house at 2010 White Avenue, Nashville, Davidson County, Tennessee, and all furniture therein; 1972 Mustang; 1982 Mercury; certain furniture or sentimental objects from the lake house, which includes specifically a gray and gold Buddha, a gray plastic wine rack, a marguenetta plant, wicker clothes basket, two wooden candlesticks, picture of fruit, and the original hubcaps, floor mat and steering wheel of the 1972 Mustang.

3. Wife will assume her own bills, including a charge account in her name at Levy's and a Thirty-Two ($32.00) Dollar monthly payment at Blazer Financial Services.

4. Title to the following property will vest in Husband: the house on the lake on Drifting Circle Street, Driftwood Acres, Lebanon, Wilson County, Tennessee, and the furniture therein, excepting the property previously described in ¶2 above; 1980 Lincoln Mark VI; 1979 Ford truck; 1980 Capri; 1977 Pontiac; 1979 boat; and the personal property now in his possession.

5. Husband will pay his own bills and will assume a Seventy-One ($71.00) Dollar per month personal note with Blazer Financial Services.

6. The parties agree to exchange quit claim deeds for their respective interests in the real property described above.

7. The parties acknowledge to each other that during their marriage several mutual or joint financial obligations were assumed or incurred, including but not limited to financial obligations arising from or out of the ownership, jointly or otherwise, of property both real and personal. Further that as a result of the pending divorce action between the parties, titles to the parties' property, both real and personal, will be divested from and vested in one or the other, all as set forth herein, and that after all of the divestiture and vesting of title takes place as agreed, the financial obligations incurred by either individual party may outlast the divestiture of title. Each party hereto agrees henceforth to be solely responsible for any financial obligations which have or may attach to the property, real or personal, to which that party received title as a result of this Agreement. In the event of a default of either party on payment of the above-described obligation such that the other party is charged with payment by a third party, then each party hereto does agree to hold the other completely harmless and to indemnify fully the other from any and all costs, charges or obligations, including interest, penalties, fees and attorneys' fees which one party hereto might incur, be assessed with, or charged with due to the default of the other.

8. This Agreement is intended to settle fully and finally the property rights both real and personal between the parties, including any obligation for attorneys' fees, and the parties hereby release each other from any and all other rights or claims arising out of the marital relationship, except as set forth herein, upon approval of this Property Settlement Agreement by the Court, and this document may be filed in the above-captioned pending divorce action and fully incorporated into any final decree entered herein, upon the Court's approval.

9. The parties hereby declare that there has been no fraud or collusion in the procurement of this Agreement.

10. The parties represent to each other that Wife has been represented by Robert C. Evans, Manier, White, Herod, Hollabaugh & Smith, P.C., Attorneys, 230 Fourth Avenue, North, Nashville, Tennessee, and Husband has been represented by Michael J. Passino, Barrett & Ray, P.C., 217 Second Avenue, North, Nashville, Tennessee 37201.

11. Both the legal and practical effect of this Agreement and each and every respect in the financial status of the parties has been fully explained to both parties by their respective counsel, and they both acknowledge that it is a fair agreement and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other or by any other person or persons upon either.

12. This Agreement contains the entire understanding of the parties who hereby acknowledge that there have not been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date first written above.

Subscribed to and sworn before me the 7th day of May, 1982.

/Juanita Elizabeth Williams/
Juanita Elizabeth Williams

/Doris Oeser/
NOTARY PUBLIC

My Commission Expires: 10-21-84

Subscribed to and sworn before me the 11th day of May, 1982.

/Turner G. Williams/
Turner G. Williams

/Revon M. Wilcox/
NOTARY PUBLIC

My Commission Expires: 10-12-82

It is further ORDERED, ADJUDGED and DECREED that plaintiff shall be responsible and pay her own attorneys' fees.

It is further hereby ORDERED, ADJUDGED and DECREED that the costs of this cause shall be taxed to plaintiff for which execution may issue, if necessary.

Entered this 17 day of May, 1982.

Marvel Robinson
JUDGE

APPROVED FOR ENTRY:

MANIER, WHITE, HEROD, HOLLABAUGH & SMITH, P.C.

BY: Robert C. Evans
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700 Metropolitan Federal Building
Nashville, Tennessee 37219
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Attorneys for Plaintiff

cc: Michael J. Passino
Barrett & Ray, P.C.
217 Second Avenue, North
Nashville, Tennessee 37201
Attorneys for Defendant

H 17795

IDENTIF. REFERENCE

Nov 17 2 23 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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JUANITA ELIZABETH WILLIAMS *Plaintiff, and* TURNER G. WILLIAMS *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* 10 *day of* November *in the year one thousand nine hundred and* eighty-two *and in the* 207 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117

Mail
Lawyers Escrow
101 Cumberland
Circle
Madison