File 10
128A/44

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RAJINDRA KUMAR,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 82D-2899
	)	
SATWANT KUMAR,	)	
	)	
Defendant.	)	

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FINAL JUDGMENT OF DVIORCE

This cause came on to be heard this 13th day of December, 1982, before the Honorable Muriel Robinson, Judge, upon the original complaint for absolute divorce, personal service of process on the defendant having been waived, the parties having entered into a settlement agreement, the default judgment previously entered herein, the sworn testimony of the plaintiff in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that the settlement agreement makes adequate and sufficent provision for the custody and maintenance of the minor child of the parties and for the equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Rajindra Kumar, be and is hereby awarded an absolute divorce from the defendant, Satwant Kumar, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUGDED that the settlement agreement executed by the parties is approved by the Court and incorporated herein by reference. A copy of said agreement is attached hereto as an exhibit.

H 2 2 7.9 7

IDENTIF. REFERENCE

DEC 23 9 12 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause be and are hereby taxed to the plaintiff, for which execution shall issue if necessary.

ENTERED this 13th day of December, 1982.

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Muriel Robinson
Judge

PREPARED BY:

Patricia S. Spicer
1008 Fidelity Federal Building
Nashville, Tennessee 37219
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing instrument was mailed to the defendant at the defendant's last known address, 401 Janak Deep Apt., Block A, F Bungalow, Varsova, Andhai (W), India, this 13th day of December, 1982.

Patricia S. Spicer, Attorney

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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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* RAJINDRA KUMAR *Plaintiff, and* SATWANT KUMAR *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* 22 *day of* December *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.*

FILED

1982 SEP -8 AM 8:45

GEORGE L. ROOKER, CLERK

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, ~~entered into~~ D.C. and executed this 3rd day of September, 1982 at Nashville, in the County of Davidson, State of Tennessee, by and between Rajindra Kumar, hereinafter referred to as "HUSBAND" and Satwant Kumar, hereinafter referred to as "WIFE",

W I T N E S S E T H:

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That the parties hereto are husband and wife and are experiencing certain marital difficulties and each believes that there are irreconcilable differences between them, and as a result of these differences, the HUSBAND intends to file suit for dissolution of marriage in a Court of competent jurisdiction in Davidson County, Tennessee, which is the County of his residence;

That it is the intention of the parties that such an petition be filed pursuant to Tennessee Code Annotated, Section 36-801 (II) on the basis of irreconcilable differences, and to satisfy certain requirements and provisions of such law, these parties would show to the Court as follows:

1. Two (2) Children have been born to the marriage, one of whom is a minor and who has for some time past resided with HUSBAND. It is understood and agreed that HUSBAND shall have sole custody of said child and HUSBAND agrees to assume sole responsibility, so long as he chooses to continue to reside with him, for his support. HUSBAND hereby waives any claim for child support from WIFE for the care and maintenance of said child. It is agreed that HUSBAND shall be entitled to claim the exemption for both of said children on his Federal Income Tax Return for the current year and such future years as he may otherwise qualify under the regulations therein set forth for said deductions.

2. It is understood and agreed that the parties have for some years past been residing separate and apart from each other. The household goods, furniture, furnishings, motor vehicles, bank accounts, personal effects and other property of each party held in that party's sole name shall be deemed to be the sole and separate property of that party and each party hereby waives any claim to such property.

3. Each party waives any claim to spousal support from the other party.

4. WIFE presently owns a residence in Bombay, India in her own name which was purchased with the proceeds of sale of a prior residence purchased for her by HUSBAND. HUSBAND hereby waives any claim to said residence and agrees that any interest or claim therein which he may have, shall upon the entry of a final decree of divorce between the parties be divested out of HUSBAND and vested in WIFE.

5. HUSBAND presently resides in real property located at 5125 Melborne Drive, Nashville, Tennessee, 37215 which he separately purchased but which is titled jointly in the names of the parties. It is mutually understood and agreed that upon the entry of a final decree of divorce between the parties that all of WIFE's right, title and interest in said property shall automatically be divested out of WIFE and vested in HUSBAND.

6. HUSBAND agrees that he shall pay to WIFE the sum of EIGHT THOUSAND DOLLARS ($8,000.00) as alimony in solido as full compensation for her marital property rights, if any. WIFE agrees to accept said sum as full satisfaction of said property rights. Said sum shall be due and payable in full upon the entry of a final decree of divorce between the parties, and WIFE hereby retains a lien on the property of HUSBAND to secure the payment of said sum.

7. Each of the parties shall properly execute and deliver such deeds, title documents, releases, assignments, or other written instruments as may be required from time to time to carry into effect fully the terms and conditions of this agreement, according to the true intent and meaning hereof.

8. Both the effects of this agreement in each and every respect and the financial status of the parties is understood by both parties, and both parties acknowledge that the agreement is fair and equitable, and they further agree that this agreement contains the entire understanding of the parties, there being no representations, promises, warranties, covenants, or undertakings other than those expressly set forth herein, and is a full and final settlement between the parties of their respective rights and responsiblities to each other, and a complete distribution and division of their respective interest in and to the property of the other.

IN WITNESS WHEREOF, we have executed this agreement as of the date written and at the place written first herein.

Rajindra Kumar

Rajindra Kumar

Mrs. Satwant Kumar

Satwant Kumar

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 Rajindra Kuman and Satwant Kuman the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 3rd day of September, 1982.

Commission expires 7-17-83

Notary Public

ADDENDUM TO SETTLEMENT

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This Addendum executed this the 3rd day of September, 1982, as follows:

It is expressly understood and agreed that upon entry of a final decree of divorce between the parties, HUSBAND shall pay the sum of $5,000.00 each to Sanjay Kumar and Rishi Kumar. The money to be paid to Rishi Kumar shall be deposited on his behalf in an interest account in his name until such time as he reaches the age of eighteen.

This the 3rd day of September, 1982.

Raj Kumar

Mrs Sahwant Kumar.