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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY W. TERRY,
Plaintiff

vs.

MICHAEL H. TERRY,
Defendant

No. 82D-1406

84-1-142
KS

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 9th day of September, 1982, before the Honorable Joe Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce, Property Settlement Agreement, testimony of the Plaintiff by written Interrogatories, and the entire record, from all of which it appears that the Defendant is properly before the Court by personal service of process and has failed to answer or plead within the time provided by law, and that irreconcilable differences exist between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Beverly W. Terry, be and she is hereby awarded an absolute divorce from the Defendant, Michael H. Terry, and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED by the Court that the Property Settlement Agreement entered into by the parties is hereby accepted and approved by the Court and the parties are ordered to abide by the terms of the Agreement, and it is incorporated herein as follows:

AGREEMENT

BE IT REMEMBERED that BEVERLY W. TERRY, hereinafter called Wife, and MICHAEL H. TERRY, hereinafter called Husband, have, for the mutual consideration of settling their property rights and terminating their joint ownership of property, entered into the following agreements:

1. The Husband and Wife agree that irreconcilable differences exist between them and that, in the future, it will be impossible for them to live together as Hus-

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band and Wife.

2. Husband agrees that the Wife shall have all furniture and household goods.

3. Husband shall have as his separate property all right, title and interest in a 1976 Toyota Corolla, vehicle ID# 41024TE31-116649, and any interest of the Wife in this vehicle is hereby divested from her and vested in the Husband.

4. Husband agrees to maintain hospital insurance on the parties' minor children until they reach the age of majority.

5. Husband agrees to give to the Wife the $67.00 a month payment of a judgment obtained in Shelby County which shall be applied to the parties' minor daughter's tuition at Goodpasture Christian School.

6. Husband agrees to pay for the tuition of the parties' minor son when he enrolls in Goodpasture Christian School.

7. Husband agrees to close the joint checking and savings' account at First American Bank, and to open another account in his name; the assets in these accounts will remain with the Husband.

8. Husband shall pay child support for the parties' minor children in the amount of $300.00 per month.

9. Wife shall have custody of the parties' minor children and Husband shall have reasonable visitation rights.

10. Wife shall have as her separate property all right, title and interest in a 1975 Monte Carlo, vehicle ID# 1H-57H5D488958, and any interest of the Husband in this vehicle is hereby divested from him and vested in the Wife.

11. Husband agrees to pay $100.00 of the attorney's fees, and 1/2 of the filing fee of $72.00

12. Husband agrees to give the house and lot located at 1006 Shadow Lane, Nashville, Tennessee, to the Wife, and the property is described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 82 on the plan of Section One, Rose Estates, of record in Book 3600, page 37, Register's Office for said County.
>
> SAID Lot No. 82 fronts 79.0 feet on the northwesterly margin of Shadow Lane and extends back 168.21 feet on the northeasterly line and 164.36 feet on the southwesterly line to a dead line in the rear, measuring 85.22 feet thereon.
>
> BEING the same property conveyed to Michael H. Terry and wife, Beverly W. Terry by deed from Thomas H. Nokes and wife, Marcia R. Nokes, of record in Book 5179, page 898, Register's Office for Davidson County, Tennessee, the said Thomas H. Nokes and Marcia R. Nokes having since divorced.
>
> THIS conveyance is subject to any and all existing easements of record.

13. Husband agrees that he has in his possession all of

his personal property which shall remain his after the final hearing of this cause.

14. Wife agrees that she has in her possession all of her personal property which shall remain hers after the final hearing of this cause.

15. This Agreement shall be incorporated in and become a part of the Final Decree of Divorce rendered in this cause of BEVERLY W. TERRY vs. MICHAEL H. TERRY, filed in the Circuit Court for Davidson County, Tennessee, Docket No. 82D-1406, upon the approval of the Court.

16. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of agreement of property rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support the Wife, and a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife, or any property that either of them may acquire in the future.

17. Each of the parties hereto 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 have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

19. Wife accepts the provisions of this Agreement in full and final settlement of all claims and demands for support or maintenance for herself and fully discharges Husband from all such claims and demands, except as is provided in this Agreement.

20. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reasons not stated herein. The provisions in this Agreement and their legal effect are fully known by each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

WITNESS OUR HANDS this_____day of_____, 1982.

HUSBAND:

/s/
MICHAEL H. TERRY
may 3, 1982

WIFE:

/s/
BEVERLY W. TERRY
may 4, 1982

IT IS FURTHER ORDERED that, in accordance with the Property Settlement Agreement, the Husband shall have as his separate property all right, title and interest in a 1976 Toyota Corolla, vehicle ID# 41-24TE31-116649, and any interest of the Wife in this vehicle is hereby divested from her and vested in the Husband.

IT IS FURTHER ORDERED that, in accordance with the Property Settlement Agreement, the Husband shall pay child support for the parties' minor children in the amount of $300.00 per month.

IT IS FURTHER ORDERED that, in accordance with the Property Settlement Agreement, the Wife shall have custody of the parties' minor children, and Husband shall have visitation rights.

IT IS FURTHER ORDERED that, in accordance with the Property Settlement Agreement, the Wife shall have as her separate property all right, title and interest in a 1975 Monte Carlo, vehicle ID# 1H-57H5D488958, and any interest of the Husband in this vehicle is hereby divested from him and vested in the Wife.

IT IS FURTHER ORDERED that, in accordance with the Property Settlement Agreement, all of the Husband's interest in the house and lot located at 1006 Shadow Lane, Nashville, Tennessee and more particularly described in Paragraph 12. of the Property Settlement Agreement is divested from the Husband and vested in Beverly W. Terry as exclusively her property.

The costs of this cause are taxed to the Defendant, for all of which execution may issue.

ENTER this_____day of_____, 1982.

JUDGE

9/9/82

APPROVED FOR ENTRY:

JAMES L. FUQUA, JR.
Attorney for Plaintiff
919 West Main Street
Hendersonville, TN 37075

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed to Michael H. Terry, Chestnut Hill Villa Apartments, G-102, 721 Due West Avenue, Madison, TN 37115, this 7 day of Sept, 1982.

JAMES L. FUQUA, JR.

H 23772

IDENTIF. REFERENCE

DEC 30 2 48 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Docket Number 82D-1406 Minute Book 124B, Page 1286

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* Beverly W. Terry *Plaintiff, and* Michael H. Terry *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* 30th *day of* December *in the year one thousand nine hundred and* eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Dyer, *D. C.*

Form #GR-117