125B/1209

Map 162 - 10
Par. 183.

FILED

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
1983 JAN 31 PM 2:00
GEORGE L. HOOKER, CLERK

ELLEN B. ANDERSON )
D.C. BOOK 6007 PAGE 99
vs. ) No. 82D-2422
WILLIAM C. ANDERSON )

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 24th day of January, 1983, before the Honorable Joe C. Loser, Judge, upon the original complaint filed by plaintiff, default judgment duly entered against the defendant, proof introduced, submission to the Court for approval a property settlement agreement heretofore entered into by and between the parties, statement of counsel in open Court and from the entire record in the cause; from all of which it appears that these parties have suffered irreconcilable differences, pursuant to T.C.A. 36-801, et seq., as amended 1977.

It is, therefore, ORDERED and ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved, and the plaintiff, Ellen B. Anderson, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED and ADJUDGED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights between the parties, which agreement is incorporated as follows:

7372 02/15 15.00- CHECK

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IDENTIF. REFERENCE
Feb 15 12 50 PM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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BOOK 6007 PAGE 100

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82D-2422

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between ELLEN B. ANDERSON, hereinafter referred to as "Wife", and WILLIAM C. ANDERSON, hereinafter referred to as "Husband";

WHEREAS, there is presently pending in the Third Circuit Court for Davidson County, Tennessee, a divorce action under Docket No. 82D-2422; and

WHEREAS, the parties are desirous of settling all matters pertaining to this cause, and have agreed as follows:

1. Wife will proceed to trial and attempt to obtain a divorce on the grounds of irreconcilable differences. Husband waives the services of process.

2. Wife shall have the care, custody and control of the minor children, namely, Randall H. Anderson and James H. Anderson, with reasonable rights of visitation to the husband.

3. Wife shall have as her sole and separate property the homeplace located at 641 Roxanne Drive, Antioch, Tennessee, 37013, and wife shall be responsible for the payment of the first mortgage on same. Husband agrees to execute any and all documents necessary to transfer the home into the name of wife.

4. Husband shall have as his sole and separate property the 1979 Mustang automobile, and shall be responsible for the payment of any indebtedness owing thereon, and wife relinquishes any claim to same.

5. Wife shall have as her sole and separate property the 1977 Ford LTD automobile, and husband relinquishes any claim to same. Husband agrees to execute any and all documents necessary to transfer title to same to wife.

6. Wife shall have as her sole and separate property all of the household furniture, furnishings, appliances and all else located in and around the home, with the exception of those articles agreed upon between the parties which shall become the sole and separate property of the husband.

7. It is mutually agreed between the parties that because of the husband not being regularly employed at his usual place of employment, that husband shall pay to wife as child support, the larger amount of one-third of all sums of money coming into his hands or Fifty($50.00) Dollars per week. It is further mutually agreed between the parties that upon the husband becoming regularly employed, the child support payments shall be adjusted accordingly.

8. It is further agreed that husband shall maintain and keep in full force and effect a life insurance policy on his life in an amount sufficient to education the two children. That wife shall be the named beneficiary of such life insurance policy for the use and benefit of the two children, and husband shall furnish to wife a copy of said insurance policy with the beneficiary designation.

9. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee.

10. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representatives or warranties other than those expressly herein set forth.

11. It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein

stated. Each party acknowledges that they have read this agreement, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this agreement.

IN WITNESS WHEREOF, the parties have executed this Property Settlement Agreement on the 16th day of August, 1982, as to wife, and the 16th day of August, 1982, as to husband.

Ellen B. Anderson
WIFE

William C. Anderson
HUSBAND

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, the within named ELLEN B. ANDERSON, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Property Settlement Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on the 16th day of August, 1982.

Ann Marie Luttrell
Notary Public

My Commission Expires: 7-21-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, the within named WILLIAM C. ANDERSON, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Property Settlement Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on the 16th day of August, 1982.

Ann Marie Luttrell
Notary Public

My Commission Expires: 7-21-84

The costs of the cause are taxed to the defendant, and for all of the above let execution issue if necessary.

JUDGE

1/31/83

FOR ENTRY:

JAMES W. RUTHERFORD, Attorney
for Plaintiff

Docket No. 82D-2422 Minute Book 125B / page 1209

# 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* ELLEN B. ANDERSON *Plaintiff, and* WILLIAM C. ANDERSON *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* 15 *day of* February *in the year one thousand nine hundred and* eighty-three *and in the* 207 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* J. Knight, *D. C.*