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GEORGE L. BOOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA GAIL HOLT LYNCH]
]
VS.] NO. 82D-3168
]
JOHN WAYNE LYNCH]

Map 90-12
Parcel - 21 V.N.

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FINAL DECREE

This cause came on for hearing on the 10th day of January, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the wife, LINDA GAIL HOLT LYNCH, personal service upon the defendant, JOHN WAYNE LYNCH, submission to the Court of a Property Settlement and Custody Agreement heretofore entered into by and between the parties, testimony of the wife/complainant, statement of counsel and the entire record herein, from all of which it appears that there are irreconcilable differences existing between the parties pursuant to Tennessee Code Annotated, §36-801, et seq., as amended in 1977. It is, therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be and the same are hereby forever and perpetually dissolved, and the wife, LINDA GAIL HOLT LYNCH, is granted an absolute divorce from the husband, JOHN WAYNE LYNCH, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED, and the Court affirmatively finds, that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the children born of this marriage and for the equitable settlement of any property rights between the parties, which agreement is incorporated as follows:

This Agreement is entered into by and between Linda Gail Holt Lynch, hereinafter referred to as "wife," and John Wayne Lynch, hereinafter referred to as "husband."

WHEREAS, the parties are currently wife and husband, but that wife has filed a Petition for Absolute Divorce in the Fourth Circuit Court of Davidson County, Tennessee, bearing docket number 82D-3168, wherein she alleges, among other things, that such irreconcilable differences exist in the marriage of the parties as to make a continuation of the same not in their best interests; and

WHEREAS, at this time, both parties acknowledge the existence of said aforementioned irreconcilable differences, and in addition thereto, desire to enter into an Agreement resolving such questions pertaining to the custody and support of their minor child, and in addition thereto, making an equitable division of the properties, both real and personal, accumulated by the parties during their marriage; and

WHEREUPON, the parties agree as follows:

1. CUSTODY AND SUPPORT. It is agreed that wife, Linda Gail Holt Lynch, is the fit and proper person to have the care, custody and control of the minor child, Kimberly Michelle. As support for said aforementioned child, husband will pay directly to wife the sum of Fifty Dollars ($50.00) per week. Husband shall have the right to see and visit the said child at all reasonable times and places. Husband will continue to maintain in full force and effect medical and dental insurance in relation to the minor child, and will be responsible for the payment of any medical or dental bills incurred by said minor child that are not covered by his insurance. Husband will continue to keep in full force and effect a life insurance policy in the minimum amount of Twenty-Five Thousand Dollars ($25,000.00). This policy shall be on the life of the husband, and with the minor child designated as the sole and exclusive beneficiary thereunder. Husband will own the policy and will maintain the same in full force and effect until the nineteenth (19th) birthday of said aforementioned child.

2. REAL PROPERTY. Within thirty (30) days after the entry of a Decree of Divorce as to the parties, husband will deed to wife all of his right, title and interest in and to the homeplace of the parties located at 523 Annex Avenue in Nashville, Tennessee, but subject to a lien hereinbelow imposed. Wife will thereafter own said property in fee simple title, free and clear from any further claim thereon by husband, but with the exception of the lien hereinbelow imposed. Wife will hold husband harmless from any further responsibility in respect to the mortgage indebtedness existing against said property. It is agreed to by and between the parties that the current equity in the property is in the amount of Ten Thousand Dollars ($10,000.00), therefore, husband is awarded a lien against the property in the amount of Five Thousand Dollars ($5,000.00). However, it is further agreed that husband will not be permitted to enforce said lien until such time as the wife may sell the property, become remarried or until the nineteenth (19th) birthday of the parties' minor child, which ever event occurs first. In other words, it is the intention of the parties that so long as the wife remains unmarried, that she may continue to live in the property until the nineteenth (19th) birthday of the parties' minor child, without the responsibility of paying to the husband the Five Thousand Dollar- ($5,000.00) lien that has been imposed in his favor.

3. PERSONAL PROPERTY. Wife will retain the household furnishings and effects currently located at 523 Annex Avenue in

Nashville, Tennessee, and these items shall become the sole and exclusive property of the wife, free and clear from any claim thereon by husband. Husband shall retain all personal property currently in his possession and will have the same free and clear from any further claim thereon by wife. Wife will retain the 1981 Thunderbird automobile currently in her possession, free and clear from any further claim by husband, but wife will hold husband harmless from any further responsibility for the mortgage indebtedness existing against said automobile. Husband shall retain the Chevrolet pick-up truck that he has in his possession, free and clear from any further claim thereon by wife, and shall hold wife harmless from any further responsibility for any mortgage indebtedness that may exist against said vehicle. Subsequent to the execution of this Agreement, both parties will sign any and all documents necessary in order to transfer title of the vehicles into the name of the party to which the vehicle is awarded.

4. DEBTS AND BILLS. Each party will be responsible for all bills made by that particular party and in the name of that particular party, and will hold the opposing party harmless from any further responsibility thereon.

5. FEES AND COSTS. Each party will be responsible for the payment of their respective attorney's fees. The husband will pay the balance of the Court costs in respect to the wife's divorce case, but with the understanding that all prepaid costs paid by wife will not be refunded to wife, but will also be applied to the Court costs.

It is acknowledged by both parties that this Agreement makes suitable and adequate provisions for the care, custody and control of their minor child, and in addition thereto, makes a fair and equitable division of the assets accumulated by the parties during their marriage.

It is further understood by and between the parties that this Agreement represents the full and complete understanding between the parties and is the sole and exclusive Agreement that exists between the parties in respect to the custody and support of their child and a division of their assets. Both parties understand that this Agreement represents a full and final settlement of all claims of any nature whatsoever that one party may have against the other, as the result of their marriage and that the same is binding, not only upon themselves, but upon their heirs and assigns.

The parties understand that at the hearing of any divorce case between the parties, that this Agreement will be submitted to the Court with the request that the Court ratify the same in its entirety, and with the further request that the Agreement shall be made a part of any Final Decree that might be entered between the parties.

THIS AGREEMENT is entered into at Nashville, Tennessee, on this the 14 day of December, 1982.

/s/ Linda Gail Holt Lynch
Linda Gail Holt Lynch, "wife"

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 LINDA GAIL HOLT LYNCH, 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 this the 14 day of Dec., 1982.

/s/ Barbara Vandercook
Notary Public
Commission Expires:1-19-86

/s/ John Wayne Lynch
John Wayne Lynch, "husband"

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 JOHN WAYNE LYNCH, 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 this the 14 day of Dec., 1982.

/s/ Barbara Vandercook
Notary Public
Commission Expires:1-19-86

It is, therefore, ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement heretofore presented to the Court and incorporated herein is hereby approved by the Court and made the judgment thereof in all respects.

It is further ORDERED, ADJUDGED and DECREED and in accordance with the Property Settlement and Custody Agreement incorporated herein that the custody of the minor daughter of the parties, to wit, Kimberly Michelle Lynch, age five (5) years, shall be vested in the wife, with reasonable rights of visitation being reserved to the husband herein.

It is further ORDERED, ADJUDGED and DECREED that the husband shall pay to the wife the sum of Fifty Dollars ($50.00) per week for the support and maintenance of the minor daughter of the parties, and the husband shall continue to maintain in full force and effect medical and dental insurance for the benefit of the minor child and will pay all medical and dental expenses incurred by said minor that are not covered by said insurance. Husband shall further maintain a life insurance policy in the minimum amount of Twenty-Five Thousand Dollars ($25,000.00) with the minor child of the parties designated as the sole and exclusive beneficiary thereunder. Said life insurance policy shall be maintained with the

child as the beneficiary thereof until said minor reaches the age of nineteen (19) years.

It is further ORDERED that by agreement of the parties, each party shall pay his own attorney's fees, and the husband shall pay the costs of this cause, for all of let execution issue if necessary.

This the 10th day of January, 1983.

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JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr.

Sandra Jones
Sandra Jones
Attorneys for Complainant/Wife
213 Third Avenue, North
Nashville, Tennessee 37201
(615) 254-0656, 242-5453

RUSH

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
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IDENTIF. REFERENCE

H 35290

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. John Wayne Lynch, 523 Annex Avenue, Nashville, Tennessee 37209, on this the 10th day of January, 1983.

Sandra Jones
Sandra Jones

M.B. 128 B/989

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* Lindie Dail Holt Lynch *Plaintiff, and* John Wayne Lynch *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* 10th *day of* Mar *in the year one thousand nine hundred and* 83 *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Orgen, *D. C.*