File 2

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 6034 PAGE 284

DORIS A. (ZIMMERMAN) LEVY, )

Complainant )

VS )

HOWARD LEVY, )

Defendant )

No. 82D-3259

128 B/1086

MAP 130-3 Par 113.1s

83 JAN 13 AM 11:23

# FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable Muriel Robinson, Judge, on the 13th day of January, 1983, upon the Complaint for Absolute Divorce; default judgment heretofore taken; statement of counsel and testimony of the plaintiff, from all of which the Court finds that the parties have reached irreconcilable differences, have entered into a Property Settlement Agreement which the Court affirmatively finds to be an adequate and sufficient settlement.

The Court, therefore, finds that the plaintiff be granted an absolute divorce from the defendant and the parties be restored to all rights and privileges of unmarried persons and it is, therefore, ORDERED, ADJUDGED and DECREED.

It is hereby ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the parties be and are hereby forever perpetually dissolved, that the plaintiff be granted an absolute divorce from the defendant; and that both parties are restored to all the rights and privileges of unmarried persons subject to the provisions of the Property Settlement Agreement.

It is hereby ORDERED, ADJUDGED and DECREED that the plaintiff's maiden name of Doris A. Zimmerman be restored.

It is hereby ORDERED, ADJUDGED and DECREED that the costs of this cause shall be taxed equally to each party, for which let execution issue, if necessary.

It further appears to the Court that the parties have entered into a Property Settlement Agreement, and it is, therefore, ORDERED that said Property Settlement Agreement be and is hereby made a part of this Final Decree of Divorce in its entirety, to-wit:

04/08 34.00 CHECK

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 6034 PAGE 285

DORIS A. (ZIMMERMAN) LEVY,
Complainant,
vs.
HOWARD I. LEVY,
Defendant.

No. 82-D-3259

FILED
1983 JAN 13 AM 11:23
[illegible] CLERK
By [illegible] D.C.

SETTLEMENT AGREEMENT

This agreement made this 23rd day of November, 1982, between HOWARD I. LEVY of Franklin, Tennessee (hereinafter called "Husband"), and DORIS A. LEVY of Nashville, Tennessee (hereinafter called "Wife").

WITNESSETH:

WHEREAS, the parties hereto, who were married on June 2, 1963, in Nashville, Tennessee, separated on April 28, 1982, and since that date have been living apart; and

WHEREAS, three children were born of the marriage, namely: Lori Beth Levy, age 18 years; Jodi Leigh Levy, age 15 years; and Amy Lynn Levy, age 12 years; and

WHEREAS, the parties now contemplate filing a divorce action in the Circuit Court of Davidson County, Tennessee, in which the Wife is Plaintiff and the Husband is Defendant; and

WHEREAS, the parties hereto desire to define their respective obligations to each other and to their children and to record their understanding; and

WHEREAS, each party hereto gives to the other his/her promise as consideration for the promises of the other party.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. Purpose of Agreement. This agreement has been entered into between the Husband and Wife for the purpose only of defining their respective rights and obligations in the event of an entry of a final decree of divorce in the action to be filed in the Circuit Court for Davidson County, Tennessee, and on the condition that the provisions hereof are approved by the Court and incorporated in such final decree. In the event the Court directs the entry of a final decree of divorce, either party may

submit a decree for the approval of the Court incorporating in substance the provisions of this agreement. If not so approved and incorporated, this agreement shall be of no effect.

2. Custody of Children. The Husband and Wife shall have joint custody of the two minor children, Jodi and Amy. The Wife shall have the right to determine the minor children's place of residence during their respective minorities. The Husband shall have liberal and extensive rights to visit the minor children at their home, in his home, and at other places at any reasonable time. Both parties agree to consider the desires of the children as far as possible. The intent of this agreement is to continue to foster close family ties between parents and children.

3. Support of Minor Children. The Husband shall pay the following sums to the Wife for the support of the minor children. Beginning on the first day of the month after the decree is entered in accordance with this agreement, the Husband shall pay to the Wife the sum of Three Thousand Three Hundred Thirty-three Dollars and thirty-three cents ($3,333.33) monthly until each minor child shall attain majority.

4. Debts. The Husband and Wife have satisfactorily identified the debts which they are obligated upon and agreed separately their respective liabilities for same.

5. Health Insurance. The Husband agrees that he will maintain health and hospitalization insurance available through his employer for the benefit of his children for so long as such insurance is available and said children are eligible to be covered thereunder.

6. Income Tax. The parties agree that they will file a joint/married income tax return for the year 1982. The Wife agrees that she will assume the liability for taxes which are attributable to (a) her sale of stock, (b) her real estate sales commissions. The Husband agrees to assume liability for taxes incurred as a result of his income.

7. Social Clubs. The Husband shall be allowed to retain the membership at the Maryland Farms Club and shall be responsible for the fees and charges attributed to said membership. The Husband shall be allowed to retain the membership at the Woodmont Country Club and shall be responsible for the fees and charges attributed to said membership.

8. Division of Joint Property. The parties hereto own a residence located at 615 Westview Avenue as tenants by the entireties. Said property is described as follows:

Tract I

Land in Davidson County, Tennessee, being all of Lot No. 8 on Section 3 of the Map of Davis Estates, as of record in Book 4175, page 24, Register's Office of Davidson County, Tennessee. Said Lot No. 8 fronts 185 feet on the westerly side of Westview Avenue and runs back between parallel lines 325 feet to a dead line.

Being the same property conveyed to Howard I. Levy and wife, Doris A. Levy, by deed from Terence N. Fails, et ux, of record in Book 4985, page 795, Register's Office of said county.

Tract II

Land in Davidson County, Tennessee, being all of Lot No. 9 on the plan of Davis Estates, Section 4, as of record in Book 4175, page 87, Register's Office of said county. Said lot fronts 185 feet on the west side of Westview Drive and extends back between parallel lines 325 feet to a dead line.

Being the same property conveyed to Howard I. Levy and wife, Doris Zimmerman Levy, by deed of record in Book 5305, page 609, Register's Office of said county.

The Wife shall be entitled to reside in said residence following the approval of this agreement by the Court. The Wife shall be obligated to make the mortgage and insurance payments on said residence as due. The Wife shall be immediately vested with title to all the furnishings in said residence. In the event the Wife moves her place of residence and is unable to make use of all of said furnishings she agrees to allow the Husband to select as his own property any of the furnishings which are not used by the Wife prior to any sale of said furnishings by the Wife. In exchange for the Husband's interest in said residence and the personal property therein, the Wife agrees to make an immediate payment of Three Hundred Thousand Dollars ($300,000.00) to the Husband and to make another payment of Three Hundred Thousand Dollars ($300,000.00) to the Husband on June 1, 1988. The Husband shall convey all of his right, title and interest in said property to the Wife following the June 1, 1988, payment. This obligation is intended to be enforceable despite the death of the Wife.

In the event the Wife shall desire to sell said residence prior to June 1, 1988, she shall have the right to do so provided she substitutes other property as security for the debt. Said property may be negotiable securities or real property which has a value of not less than Three Hundred Thousand Dollars ($300,000.00).

The Wife shall retain title to the following automobiles:

a. 1980 BMW

b. 1982 Jaguar

c. 1983 Datsun 280-Z

Each of the foregoing automobiles are presently titled to the Wife.

The Husband shall receive 156 shares of American Telephone and Telegraph stock which are titled jointly. The Husband shall also be entitled to receive a television of his choosing from the residence at 615 Westview Avenue.

9. Separate Property. The Husband shall retain as his separate property all stocks, bonds, negotiable instruments, financial instruments, bank and brokerage accounts which are presently titled in his own name.

The Husband is expressly entitled to retain the following as his separate property:

a. Eco Marine investment.

b. Urbandale Charleston Apartments investment.

c. Atianta Peachtree investment.

d. Memphis River Oaks investment.

e. Buffalo Hyatt-Regency investment.

f. Westmont Development Company investment.

The Husband is liable for all future contributions to said investments.

The Wife shall retain as her separate property all stocks, bonds, negotiable instruments, financial instruments, brokerage and bank accounts which are presently titled in her own name.

10. Payments to the Wife. The Husband shall pay to the Wife, as and for her support, a specific monthly amount each and every month for eighty-five (85) months pursuant to the following schedule:

A. Commencing the thirty-sixth (36th) full month following the entry of a judgment in the pending action, and continuing for thirty-five (35) subsequent months, the monthly amount shall be One Thousand Six Hundred Sixty-seven and 67/100 Dollars ($1,667.67) (for a total of thirty-six (36) such monthly payments, aggregating Sixty Thousand and 12/100 Dollars ($60,000.12)).

B. Commencing the seventy-third (73rd) full month following the entry of such judgment, and continuing for forty-eight (48) subsequent months, the monthly amount shall be Six Thousand Two Hundred and Fifty Dollars ($6,250.00) (for a total of forty-nine (49) such monthly payments, aggregating Three Hundred Six Thousand Two Hundred Fifty Dollars ($306,250.00)).

The Husband's obligations under this paragraph shall terminate in the event of the death of either the Husband or the Wife or in the event of the remarriage of the Wife. In the event the Husband's total compensation income (including wages, salaries,

bonuses or other earned income) during any year in which support payments are to be made under this paragraph falls below the level of $200,000.00 annually then the support obligations required by this paragraph shall be diminished by a pro-rata share based upon $200,000.00. Said support obligations shall not be so diminished if the Husband voluntarily resigns from his current employment. In the event the Husband's total compensation income (including wages, salaries, bonuses or other earned income) during any year climbs above the level of $300,000.00 annually then the support obligations required by this paragraph shall be increased by a pro-rata share based upon $300,000.00. Support obligations under this paragraph shall terminate and cease if the Husband is terminated or laid-off by his present employer whether for cause or without cause.

11. Settlement. The parties hereto accept the foregoing as a reasonable and sufficient provision for the support and maintenance of the two (2) minor children and in full satisfaction of the obligations of the parties to each other for life. Both parties agree that they shall not hereafter incur any liabilities whatsoever upon the credit of the other. This agreement supercedes any prior agreement of the parties

12. Entire Agreement. Each party hereto acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein, and that this agreement contains all the terms of the contract between the parties.

13. Waiver of Service of Process. The Husband, by entering into this agreement, waives his right to be served with process in the pending divorce case between the parties. The signing of this agreement in lieu of service shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the Defendant for the purpose of granting a divorce on the ground of irreconcilable differences.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

DORIS A. LEVY

HOWARD I. LEVY

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public for the state and county aforesaid, personally appeared the within DORIS A. LEVY, with whom I am personally acquainted, and who, upon oath, acknowledged that she executed the foregoing agreement for the purposes contained therein.

Notary Public

My Commission expires:

10-26-1985

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public for the state and county aforesaid, personally appeared the within HOWARD I. LEVY, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the foregoing agreement for the purposes contained therein.

Notary Public

My commission expires:

10-26-1985

RECORDERS MEMO
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THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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ENTERED, this 14th day of January, 1983.

JUDGE

APPROVED FOR ENTRY:

Charles A. High, Jr.
323 Union Street
Nashville, Tennessee 37201

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
APR 8 10 41 AM '83

IDENTIF. REFERENCE

H 40827

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Final Decree of Divorce has been sent to Howard Levy, c/o Service Merchandise Company, 2968 Foster Creighton Drive, Nashville, Tennessee 37204, this 12th day of January, 1983.

Charles A. High, Jr.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING ON
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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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 ~~xxxxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Doris A. Zimmerman Levy *Plaintiff, and* Howard Levy *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* 7th *day of* April *in the year one thousand nine hundred and* Eighty-Three *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* Virginia Laary, *D. C.*

Form #GR-117