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GEORGE L. ROCKER, CLERK
D.C.

96-11-5

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GLENDA ALEEN AIKEN HOLDERFIELD,
Plaintiff,
vs.
DANIEL MAURY HOLDERFIELD,
Defendant.

NO. 82D-3549

BOOK 6043 PAGE 904

FINAL DECREE

This cause came onto be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the 22nd day of February, 1983, upon the petition of the Plaintiff seeking an absolute divorce on the grounds of Irreconcilable Differences, the property settlement entered into by and between the parties, testimony of the Plaintiff, and statement of counsel, from all of which the Court finds that the parties are entitled to an absolute divorce on the ground of Irreconcilable Differences; further, the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for custody and maintenance of any children of the marriage and for the equitable settlement of any property rights between them.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff, GLENDA ALEEN AIKEN HOLDERFIELD, be, and she is hereby awarded an absolute divorce from the Defendant, DANIEL MAURY HOLDERFIELD, on the grounds of Irreconcilable Differences, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement entered into by and between the parties be approved in its entirety, the same being in words and figures as follows:

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BOOK 6043 PAGE 905

820-354

PROPERTY SETTLEMENT AGREEMENT

1982 NOV 2 PM 12:4

THIS AGREEMENT made and entered into the 28th day of October, 1982, by and between GLENDA ALEEN AIKEN HOLDERFIELD of Nashville, Davidson County, Tennessee, hereinafter called the "Wife", and DANIEL MAURY HOLDERFIELD of Nashville, Davidson County, Tennessee, hereinafter called the "Husband";

WITNESSETH:

WHEREAS, the parties were married on October 12, 1968 in Davidson County, Tennessee, separated on September 7, 1982, and since that date, have been living separate and apart; and

WHEREAS, Wife has executed and will file a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, in which the Wife is the Plaintiff and the Husband is the Defendant; and

WHEREAS, the parties desire to define their respective obligations to each other and to record their understanding.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. PURPOSE OF AGREEMENT. This Agreement has been entered into between the Husband and Wife for the purpose of defining their respective rights and obligations in the event of the entry of a final decree of absolute divorce in the action to be filed with the Circuit Court for Davidson County, Tennessee, and on the condition that the provisions hereof are approved by the Court and incorporated in substance in such final decree. In the event that 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.

2. SEPARATION. It shall be lawful for the Husband and Wife at all times hereafter to live separate and apart from each other. Each party shall hereafter be entirely free from any marital control of the other as if each were unmarried; neither shall molest the other, nor interfere with the peace and comfort of the other, nor compel nor seek to compel the other to associate, cohabit or deal with him or her.

3. DIVISION OF PROPERTY. All property of the parties, owned by them jointly or individually, is pursuant to the provisions of T.C.A. §36-825, equitably divided as follows:

(a) The Wife shall on this day execute and deliver a quitclaim deed to the Husband transferring her one-half (1/2) undivided interest in the homeplace described below to the Husband.

The Husband is to obtain a second mortgage on the property in the approximate amount of Eleven Thousand Dollars ($11,000.00) from Fidelity Federal Savings and Loan Association with the proceeds of said loan to be used for payment of all indebtedness of the parties, except that owing to Ford Motor Credit Union, with the balance of the proceeds derived from said mortgage to be divided equally between the parties.

> Land in Davidson County, Tennessee, being Lot No. 519 on the Plan of Cloverhill, Section VIII, as of record in Book 2331, pages 10 and 11, Register's Office for said County.
>
> Said Lot No. 519 fronts 100 feet on the southerly side of Crosswood Court, as measured around a curve; and extends back 173.8 feet on the easterly line and 175 feet on the westerly line, to a line in the rear on which it measures 34.5 feet.
>
> Being the same property conveyed to Daniel M. Holderfield and wife, Glenda A. Holderfield by deed from Larry G. Eakes, III and wife, Barbara Jane Eakes of Record in Book 4712, Page 888, Register's Office for Davidson County, Tennessee.

Husband acknowledges and agrees that in the event of his death, remarriage, or sale of the above described realty, whichever is first to occur, Wife shall be entitled to a lump sum cash payment of $2,500.00.

4. The parties have agreed that the furniture and furnishings of the parties shall be divided in the following manner:

Husband	Wife
Stereo and record collection	Living room suite
Dining Room Suite	Bedroom suite
Oak Buffet	Jamies' bedroom suite
Den Sofa	Washer and dryer
Refrigerator	All everyday dishes
Stove	1/2 of all casserole dishes
All pots, pans, glasses	Collection of cookbooks
1/2 of all casserole dishes	1/2 of all silver received as wedding gifts
Dining Room shelving unit	All queen size bed linens
1/2 of all silver received as wedding gifts	Black and White Portable T.V.
All Towels and full size bed linens	Microwave
Color T.V.	Hope Chest
Miniature T.V. and radio combination	

5. Wife shall have custody of the minor child of the parties with the right of reasonable visitation reserved for Husband. Husband shall pay directly to Wife the sum of $40.00 per week as child support plus an amount equal to 1/2 of all medical and dental expenses incurred by said child. The parties have agreed that the Wife shall claim said child as a dependant for income tax purposes.

6. Husband will continue to maintain and provide accident/health insurance coverage for the minor child of the parties as is currently provided by his employer, or of equal value, until said child obtains her majority.

7. The parties own a 1980 Chevette automobile that shall become the sole property of the Wife and she will assume and pay and forever hold the Defendant harmless from the indebtedness owing thereon to the Ford Motor Credit Union. The 1975 Ford Maverick owned by the parties shall become the sole and exclusive property of the Husband.

8. Husband agrees to pay the necessary premiums and keep in force the life insurance policies existing on his life with the minor child of the parties to be the irrevocable beneficiary of said insurance until she obtains twenty-one years of age, said insurance being the policy with John Hancock Life Insurance Company, the same being group life insurance provided by his employer and designated by employee number 38392; Life and Casualty Insurance Company, Policy Number 78735972 in the face amount of $29,342.00.

9. DEBTS. From and after the date of this instrument the parties agree to be solely responsible for any indebtedness owed by each of them in their individual names. Each of the parties agrees to hold the other harmless for said debts.

10. The parties agree to enter into this Agreement and desire that it be incorporated as part of any final decree of divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee.

11. Each party expressly agrees that he or she has entered into this Agreement after mutual consideration, that consent

to the execution of this Agreement has not been obtained by duress, fraud or undue influence by any person, and no representations of fact have been made by either party to the other except as herein set forth, each has full knowledge of the business affairs and the nature, extent of the value of the separate property of the other, and this Agreement is fair and reasonable. This Agreement shall be binding upon the respective heirs, next of kin, executors, administrators and assigns of the parties.

12. Each of the parties agree to execute and to deliver to the other party all documents that may be reasonable required to accomplish the intention of this Agreement and shall do all things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement. The Wife agrees to pay the costs of the divorce action in the Circuit Court for Davidson County, Tennessee.

Following the execution of this Agreement, neither party shall be authorized to act as agent for the other in any transaction, and each agrees that he or she shall not incur any debts or obligations for which the other shall be liable or responsible. Each agrees to indemnify and hold the other harmless against any and all debts or obligations made or incurred by him or her after the date of this Agreement. If either party shall be compelled to pay any of the debts assumed by the other, he or she shall indemnify the other to the full extent of the amount paid.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date above written.

Glenda Aleen Aiken Holderfield
GLENDA ALEEN AIKEN HOLDERFIELD

Daniel Maury Holderfield
DANIEL MAURY HOLDERFIELD

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public and in for said County and State, the within named GLENDA ALEEN AIKEN HOLDERFIELD, the bargainor herein, with whom I am personally acquainted, and who acknowledges that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 28th day of October, 1982.

Robert W. Kuhn, Jr.
NOTARY PUBLIC

My Commission Expires: My Commission Expires JULY 27, 1986

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public and in for said County and State, the within named DANIEL MAURY HOLDERFIELD, the bargainor herein, with whom I am personally acquainted, and who akcnowledges that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 28th day of Oct., 1982.

William T. Cooper
NOTARY PUBLIC

My Commission Expires: 10-21-84

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are taxed to the Plaintiff, for which execution may issue if necessary.

ENTERED the 22nd day of February, 1983.

Marvel Robertson
JUDGE

APPROVED FOR ENTRY:

Earl J. Porter
EARL J. PORTER, JR.
Attorney for Plaintiff
214 Third Avenue, North
Nashville, TN 37201
(615)244-2070

cc: Mr. Daniel Maury Holderfield

IDENTIF. REFERENCE

APR 25 | 43 PM '83
FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

H 43840

82D-3549 Fourth Circuit Court 128C/2696

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* GLENDA ALEEN AIKEN HOLDERFIELD, *Plaintiff, and* DANIEL MAURY HOLDERFIELD, *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* 21st *day of* April *in the year one thousand nine hundred and* eighty-three *and in the* two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowlett, *D. C.*

Form #GR-117