128A/394

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

70-9-39

WANDA SUE HOLT FORSYTHE	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 83D-983
	)	
TERRY LARUE FORSYTHE	)	
	)	
Defendant.	)	BOOK 6121 PAGE 302

FINAL DECREE

This cause came to be heard on the 29th day of July, 1983, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Settlement Agreement, the testimony of the plaintiff, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an Absolute Divorce on the grounds of irreconcilable differences as provided for in T.C.A. §36-801 (II).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and for the care, custody and maintenance of the minor children born to the parties, if any, and more specifically, the terms of that Agreement are as follows:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 6121 PAGE 303

WANDA SUE HOLT FORSYTHE)
)
vs.) NO. 83D-983
)
TERRY LARUE FORSYTHE)

CHILD CUSTODY, CHILD SUPPORT
AND
PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 29 day of March, 1983, by and between WANDA SUE HOLT FORSYTHE, hereinafter referred to as "Wife", and TERRY LARUE FORSYTHE, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Settlement Agreement will be used in a Circuit Court Divorce action, Docket No. 83D-983, the parties do agree as hereinbelow set out:

1. The Husband shall have exclusive care, custody and control of the minor child of the parties, Robert Louis Forsythe, born July 21, 1975; and the Wife shall have reasonable visitation with said minor child at such times and places as the parties may mutually agree.

2. The Husband expressly reserves his right to seek child support from the Wife in the future should such support become necessary; however, at this time the Husband's income exceeds the Wife's income, and such support is not necessary.

3. The Wife presently carries in full force and effect major medical health insurance issued by the Provident

Life and Accident Insurance Company, which health insurance provides medical benefits for the minor child of the parties. The Wife hereby agrees to continue said health insurance in full force and effect for the benefit of the minor child of the parties, and to pay any premiums and/or payroll deductions therefor, until said minor child reaches the age of majority, or otherwise becomes emancipated; or, in the alternative, the Wife agrees to obtain the same, or substantially the same, health insurance coverage elsewhere, at the Wife's sole expense, or through the Wife's subsequent employment, should the above-described and existing policy lapse or become cancelled for any reason prior to the minor child of the parties reaching the age of majority, or otherwise becoming emancipated.

4. The Husband agrees to be solely responsible for all medical and dental expenses of the parties' minor child, not covered and/or reimbursed by the Wife's health insurance, as described herein, until said minor child reaches the age of majority, or otherwise becomes emancipated.

5. The only real property in which the parties hold a joint interest is a house and lot located at 3209 Lincoln Avenue, Nashville, Davidson County, Tennessee 37218. With regard to said real property, the parties agree as follows:

(a) The Husband shall have all right, title and interest in and to said real property, and the Wife hereby waives any interest in, or rights to said real property she may have.

(b) The Husband agrees to be solely responsible for the timely repayment of the mortgage secured by said real property, and also taxes, insurance, and maintenance and upkeep, and he shall hold the Wife harmless therefrom.

(c) The Wife agrees to sign any documents which may be necessary in order to place title to said real property solely in the Husband's name.

6. The vehicles driven by the Husband, which are already titled in the Husband's name, shall be and remain the Husband's separate property.

7. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

8. The Husband agrees to be solely responsible for the timely repayment of a loan due the Associates Financial Company in the names of both parties, and to hold the Wife harmless therefrom.

9. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

10. The Wife shall retain the use of her current married name, namely: Wanda Sue Forsythe.

11. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

12. It is mutually understood and agreed by and between the parties hereto that this is a complete and final

Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Wanda Sue Holt Forsythe
WANDA SUE HOLT FORSYTHE

Terry Larue Forsythe
TERRY LARUE FORSYTHE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, WANDA SUE HOLT FORSYTHE, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 29th day of March, 1983.

Sherian D. Harris
NOTARY PUBLIC

My commission expires:
August 9, 1986.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, TERRY LARUE FORSYTHE, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 29th day of March, 1983.

Sherian D. Harris
NOTARY PUBLIC

My commission expires:
August 9, 1986.

IT IS, THEREFORE, ORDERED that the plaintiff is hereby awarded an Absolute Divorce; that the parties' Settlement Agreement is ratified and made a part of this Final Decree; that the costs of this cause be assessed against the plaintiff; and that each party be restored to all the rights and privileges of an unmarried person.

For all of which execution may issue as necessary.

ENTER, this 29 day of July, 1983.

Larry D. Forster
JUDGE

SUBMITTED FOR ENTRY:

D. A. Harrelson

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

CERTIFICATE OF SERVICE

I, David A. Harrelson, do hereby certify that an exact copy of the foregoing was mailed, postage prepaid to: Terry Larue Forstyhe
This date: July 29, 1983

D. A. Harrelson
DAVID A. HARRELSON

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H 6 8 8 9 5.

IDENTIF. REFERENCE

AUG 23 3 10 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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RUSH

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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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Wanda Sue Holt Forsythe *Plaintiff, and* Terry Larue Forsythe *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* 23rd *day of* August *in the year one thousand nine hundred and* Eighty-Three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Coker, *D. C.*

Form #GR-117