IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

File 4

SHARON KAY MATSON)
)
VS)
)
JAMES HILLARD MATSON)

1983 JAN -6 AM 10 14

No. 82D-1910

L. HOOKER, CLERK

D.C.

FINAL DECREE

BOOK 6125 PAGE 731

This cause came on to be heard on the 5th day of January, 1982, before the Honorable Walter Kurtz, Judge, upon the original complaint filed by the wife, a property settle agreement filed with the complaint, testimony of the wife, statement of counsel, and the entire record in this cause, from all of which the Court is of the opinion that the parties have irreconcilable differences and that the wife should be granted an absolute divorce. Having examined the aforementioned Property Settlement Agreement, the Court finds that the parties have made adequate and sufficient provisions for the maintenance and custody of the minor child of this marriage and for the fair and equitable settlement of their property rights.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the wife shall be, and hereby is granted an absolute divorce from the husband and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the wife shall be granted custody of the minor child of this marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property agreement entered into between the parties shall be incorporated in this final decree as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 17th day of April, 1982,by and between JAMES H. MATSON and SHARON K. MATSON.

WITNESSETH:

WHEREAS, the parties are husband and wife and have ceased to live together as such because of irreconcilable differences between them which then and now render it impossible for them to live together as husband and wife; and

WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital, property, child custody and child support rights and to make transfers of interest in property pursuant to such agreement so as to settle fully and finally all rights, interests and claims of

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every kind and character arising or that may arise out of the marital relationship existing between them.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is hereby agreed between the parties as follows:

1. That James H. Matson is vested with all right, title and interest in and to the real property, house and all furnishings contained therein, located at 807 Porter Road, Nashville, Tennessee. Further, James H. Matson shall assume full responsibility for discharging any and all existing and/or future indebtedness on or for said property and shall forever hold harmless therefor, Sharon K. Matson, and that the said Sharon K. Matson is divested of all right, title and interest in the aforementioned real property, house and furnishings.

2. That Sharon K. Matson is vested with all rights, title and interest in and to the real property, house and all furnishings contained therein, located at 2110 Pontotoc Avenue, Nashville, Tennessee. Further, Sharon K. Matson shall assume full responsibility for discharging any and all indebtedness, existing and/or future, on or for said property and shall forever hold harmless therefor, James H. Matson, and that the said James H. Matson is divested of all right, title and interest in the aforementioned real property, house and furnishings.

3. That James H. Matson is vested with all right, title and interest in and to the white 1979 Chevrolet Malibu automobile, currently in his possession, and assumes full responsibility for discharging any and all existing and/or future indebtedness for said automobile, and shall forever hold harmless therefor, Sharon K. Matson, and that the said Sharon K. Matson is divested of all right, title and interest in and to said automobile.

4. That Sharon K. Matson is vested with all right, title and interest in and to the black 1979 Oldsmobile Delta 88 automobile currently in her possession, and assumes full responsibility for discharging any and all existing and/or future indebtedness for said automobile, and shall forever hold harmless therefor, James H. Matson, and that the said James H. Matson is divested of all right, title and interest in and to said automobile.

5. The joint debts of James H. Matson and Sharon K. Matson, incurred during their marriage, shall be distributed as follows:

a. Government Employee's Insurance Company (GEICO) $148.29

Each party shall be responsible for one-half (1/2), or $74.15, of the above mentioned bill. At the expiration of present coverage, automobile insurance shall be an individual responsibility of each party.

b. MedicCount

Sharon K. Matson shall assume full responsibility for all existing indebtedness on the MedicCount account, and for all future indebtedness, unless occasioned by James H. Matson. The said James H. Matson shall not use the MedicCount account in the future.

c. Firestone $47.00

James H. Matson shall assume full responsibility for all existing indebtedness on the Firestone account, and for all future indebtedness, unless occasioned by Sharon K. Matson. The said Sharon K. Matson shall not use the Firestone account in the future.

6. Sharon K. Matson is granted full custody of the minor child of the marriage, John Carl Matson, 12 years old. James H. Matson shall be granted reasonable visitation rights, at the discretion of Sharon K. Matson.

7. James H. Matson shall pay, as child support, one-half (1/2), of the expenses of sending the minor son to a private school, or the sum of One Hundred Fifty Dollars ($150.00) per month if the minor son is not enrolled in a private school. The father, James H. Matson, further, shall pay one-half (1/2) of all medical expenses for the minor son, John, above and beyond what is paid by any medical insurance the mother, Sharon K. Matson, may carry on the son.

THIS AGREEMENT is entered into for the purpose of settling the property rights by and between the parties, in anticipation of Sharon K. Matson filing for a divorce from James H. Matson, and shall be expressly subject to the approval of the Court for the purposes of such divorce proceding, and shall be embodied in any decree of divorce entered by the Court. This Agreement, however, as between the parties hereto, is effective upon the signing hereof.

It is fully agreed that both parties will execute, acknowledge, and deliver such instruments as may be necessary and proper to effectuate the

the transfer of title to real and personal property pursuant hereto, and such other instruments as shall be necessary to carry out the terms of this Agreement.

BOOK 6125 PAGE 734

The parties hereto, acknowledge that they have read this instrument in its entirety and have signed this instrument and that this instrument was entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not stated herein. The provisions of this Agreement and the legal effects are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

EXECUTED this the 17th day of April, 1982.

/s/ Marvin Stiles
WITNESS

/S/ James H. Matson
JAMES H. MATSON

/s/ John R. Kinnear
WITNESS

/s/ Sharon K. Matson
SHARON K. MATSON

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the wife will pay the costs of this cause, for which execution may issue, if necessary.

This 5th day of January, 1983.

Walter Kurtz

JUDGE

APPROVED FOR ENTRY:

for by John R. Kinnear, Atty
Richard L. Dugger
Attorney for the Complainant
515 Thompson Lane
Nashville, Tennessee 37211

cc: James H. Matson
807 Porter Road
Nashville, Tennessee 37206

FILED
1982 JUN 16 PM 3:
GEORGE L. ROSS, CLERK
MD

BOOK 6125 PAGE 735

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WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital, property, child custody and child support rights and to make transfers of interest in property pursuant to such agreement so as to settle fully and finally all rights, interests and claims of every kind and character arising or that may arise out of the marital relationship existing between them.

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It is fully agreed that both parties will execute, acknowledge and deliver such instruments as may be necessary and proper to effectuate the transfer of title to real and personal property pursuant hereto, and such other instruments as shall be necessary to carry out the terms of this Agreement.

The parties hereto, acknowledge that they have read this instrument in it's entirety and have signed this instrument and that this instrument was entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not stated herein. The provisions of this Agreement and the legal effects are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

EXECUTED this the 17th day of April, 1982.

WITNESS

James H. Matson
JAMES H. MATSON

WITNESS

Sharon K. Matson
SHARON K. MATSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 6125 PAGE 738

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared SHARON KAY MATSON and JAMES HILLARD MATSON, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April, 1982.

NOTARY PUBLIC

My commission expires: 10/15/83

H 7:03 5:7.

IDENTIF. REFERENCE

Aug 31 8 51 AM '83

FELIX Z. WILSON, J.R. REGISTER
DAVIDSON COUNTY, TN

82D-1910 Fifth Circuit Court 46A/483

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* SHARON KAY MATSON, *Plaintiff, and* JAMES HILLARD MATSON, *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* 29th *day of* August *in the year one thousand nine hundred and* eighty-three *and in the* two hundred eighth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. L. Rowland, *D. C.*

Form #GR-117