1510/1170

FILED
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D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JEAN LISLE VAIKSNORAS,)
Complainant,)
VS.)
JOHN VICTOR VAIKSNORAS, JR.,)
Defendant.)

BOOK 6129 PAGE 967

NO. 83-D-972

Map - 142-11
Par - 148

AMENDED
FINAL DECREE

This cause came on to be heard on this 25th day of July, 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 Complainant, personal service upon the Defendant, statement of counsel, and the entire record; from all of which the Court finds that irreconcilable differences exist between the parties so as to constitute grounds for divorce. The Court further finds that the parties have entered into a Property Settlement Agreement with regard to a division of all property, child support and alimony, and custody of and visitation with the minor children of the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Complainant, Jean Lisle Vaiksnoras, be and hereby is awarded an absolute divorce from the Defendant, John Victor Vaiksnoras, Jr., 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 between the parties be, and the same hereby is approved. Said Property Settlement Agreement is, in words and figures, as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 24th day of March, 1983, by and between JOHN VICTOR VAIKSNORAS, JR., hereinafter referred to as "HUSBAND," a resident of Davidson County, Tennessee, and JEAN LISLE VAIKSNORAS, hereinafter referred to as "WIFE," a resident of Davidson County,

W I T N E S S E T H:

WHEREAS, the parties hereto are man and wife, having been married on August 6, 1971, in Nashville, Tennessee; and

WHEREAS, there have been two children born of this marriage, to wit: John Victor Vaiksnoras, III, and Jeffrey Michael Vaiksnoras; and

WHEREAS, the parties have been separated since June of 1982 and have no expectation of resuming marital relations; and

WHEREAS, certain irreconcilable differences have arisen between the parties and Wife contemplates filing a Complaint in the Circuit Court of Davidson County, Tennessee, seeking a divorce from Husband; and

WHEREAS, the parties desire to enter into an agreement with respect to their property rights and for the other purposes and with the effect hereinafter stated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

1. Custody of Children. Wife shall have the custody of JOHN VICTOR VAIKSNORAS, III and JEFFREY MICHAEL VAIKSNORAS, the minor children of the parties. Husband shall have visitation rights with the children as follows: Husband shall have the children every other weekend and for two (2) weeks during their summer vacation.

2. Child Support. Husband shall pay to Wife on the 1st day of each month, commencing on May 1, 1983, the sum of Two Hundred Dollars ($200.00) as child support. Husband agrees that said child support payments shall be proportionately increased as his income increases and agrees to furnish Wife, upon reasonable demand, proof of his income.

3. Income Tax Deductions. Husband and Wife agree that Wife furnishes more than 51% of the support of the children and may claim the children of the parties as exemptions on her Federal Income Tax Return.

4. Real Property. Husband agrees that the parties' residence, located at 7220 Birch Bark Drive, Nashville, Davidson County, Tennessee, shall become the property of Wife. Said property is described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Valley West Subdivision Section 6, of record in Book 5050, page 60, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 2 fronts 89.79 feet along the westerly margin of Birch Bark Drive and extends back between lines measuring 184.13 on the southerly line and 203.61 feet on the northerly line to a dead line in the rear measuring 88.31 feet thereon.
>
> BEING the same property conveyed to John Victor Vaiksnoras, Jr. and wife Jean L. Vaiksnoras, by deed of record in Book _____, page _____, Register's Office for Davidson County, Tennessee."

Wife agrees to assume and hold Husband harmless on the first mortgage on the above-described property, said monthly payments being in the amount of $562.00.

Husband agrees to assume and hold Wife harmless on the second mortgage on the above-described property, said monthly payments being in the amount of $200.00, and Husband further agrees to hold Wife harmless on the third mortgage on the above-described property, said monthly payments being in the amount of $137.00.

Defendant further agrees to vacate the house located at 7220 Birch Bark Drive, Nashville, Tennessee, on or before April 1, 1983.

5. Insurance. Husband will keep in force, at his expense, life insurance on his life in an amount not less than One Hundred Thousand Dollars ($100,000.00), with the minor children of the parties as beneficiaries. Husband further agrees to furnish to Wife proof, upon reasonable demand, that said insurance is in effect with the minor children as beneficiaries.

6. Automobile. Husband agrees and hereby conveys and quit claims to Wife all of his right, title and interest in the 1979 Oldsmobile Cutlass automobile presently registered in both parties' names. Wife agrees to hold Husband harmless on any indebtedness on said automobile. Husband agrees to execute any documents necessary to transfer sole title to Wife.

7. Truck. Wife agrees and hereby conveys and quit claims to Husband all of her right, title and interest in the 1979 Ford pickup truck, which is unencumbered.

8. Personal Property. The parties agree that Husband will retain the personal property received from his mother and father, the parties' bedroom furniture, the stereo, and all power tools, ladders and other equipment used in his business. All other personal property shall become the sole property of Wife.

9. Education of Children. Husband and Wife agree to share equally the cost of a private school education for the minor children of the parties. The children are presently enrolled at St. Henry's Catholic School.

Husband further agrees to help with the expenses of a college education for the minor children of the parties, if he is financially able to do so.

10. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

11. Other than herein provided, each of the parties waives any and all rights which he or she may have in and to the property or estate of the other.

This agreement is not intended, nor shall it be construed to be an agreement for divorce, and either party shall have the right to appear in court and contest any divorce proceedings.

It is understood and agreed that this agreement is intended to be a final settlement of the property rights of the respective parties is a full discharge of Husband from all other obligations to support Wife and a discharge from all other claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, by way of dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by John Victor Vaiksnoras, Jr. and Jean Lisle Vaiksnoras, or any property that either of them may acquire in the future.

Jean Lisle Vaiksnoras acknowledges that the provisions in this agreement are fair, adequate and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges the said John Victor Vaiksnoras, Jr. from all such claims and demands, except as provided in this agreement.

It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

It is agreed that this property settlement agreement may be incorporated into any decree for divorce granted either party hereto.

It is agreed by and between the parties that any subsequent decree of any court amending any decree for divorce in respect to alimony or child support payments set forth herein shall be deemed an amendment of this agreement.

IN WITNESS WHEREOF, the said parties have read this instrument and familiarized themselves with its contents and signed and executed this instrument on the day and date first above written.

WITNESS

JEAN LISLE VAIKSNORAS
"WIFE"

WITNESS

JOHN VICTOR VAIKSNORAS, JR.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Virginia S. Simmons a Notary Public in and for said County and State, the within named JEAN LISLE VAIKSNORAS, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Property Settlement Agreement for the purposes contained therein.

DATED this 24th day of March, 1983.

Virginia S. Simmons
NOTARY PUBLIC

My Commission Expires:
10/15/83

* * * *

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Virginia S. Simmons a Notary Public in and for said County and State, the within named JOHN VICTOR VAIKSNORAS, JR., with whom I am personally acquainted, and who acknowledged that he executed the foregoing Property Settlement Agreement for the purposes contained therein.

DATED this 25th day of March, 1983.

Virginia S. Simmons
NOTARY PUBLIC

My Commission Expires:
10/15/83

OFFICIAL RECEIPT

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the Defendant, John Victor Vaiksnoras, Jr., in the following described property shall be divested out of him and vested in the Complainant, Jean Lisle Vaiksnoras:

> "Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Valley West Subdivision Section 6, of record in Book 5050, page 60, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 2 fronts 89.79 feet along the westerly margin of Birch Bark Drive and extends back between lines measuring 184.13 on the southerly line and 203.61 feet on the northerly line to a dead line in the rear measuring 88.31 feet thereon.
>
> BEING the same property conveyed to John Victor Vaiksnoras, Jr. and wife, Jean L. Vaiksnoras, by deed of record in Book ____, page ____, Register's Office for Davidson County, Tennessee."

The costs of this cause will be taxed against the Defendant, for which execution may issue, if necessary.

ENTERED this 21st day of July, 1983.

Marvel Robinson
JUDGE

APPROVED FOR ENTRY:

WILLIS & KNIGHT

By William R. Willis
William R. Willis, Jr.
Attorneys for Complainant

cc: Mr. John Victor Vaiksnoras, Jr.
Knollwood Apartments
Apartment W-23
805 Bellevue Road
Nashville, Tennessee

H 7: 1 5 7 6 RUSH

IDENTIF. REFERENCE

SEP 6 10 40 AM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

BOOK 6129 PAGE 975

83D-972 Fourth Circuit Court 131B/1170

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* JEAN LISLE VAIKSNORAS, *Plaintiff, and* JOHN VICTOR VAIKSNORAS, JR., *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* second *day of* September *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 P. L. Rowland, *D. C.*

Form #GR-117