1317/2144

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANN DENISE THOR KEITH	)	BOOK 6134 PAGE 282
	)	
	)	
VS.	)	FILE NO. 83D-1700
	)	
	)	104-7
THOMAS ALLAN KEITH	)	109

FINAL DECREE

This cause came on to be heard on the 18th day of August, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce, testimony of Plaintiff, statements of counsel, and the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences, and that a divorce should be granted to the parties.

It is therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the parties be and the same hereby are forever dissolved, and the Plaintiff is awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and therefore, it is further ORDERED, ADJUDGED and DECREED, that the Property Settlement Agreement entered into between the parties and heretofore filed with this Court be and the same is hereby approved, and made a part of this Final Decree of Divorce, as hereinafter set out:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between ANN DENISE THOR KEITH and THOMAS ALLAN KEITH, whose names appear sworn to below, in a divorce action being filed simultaneously with the filing of this Agreement in the Circuit Court of Davidson County, Tennessee, on the grounds of irreconcilable differences.

It is the decision of the parties to amicably settle their differences with respect to all property rights. They have mutually agreed that each party will keep his or her own personal property,

and they have made a satisfactory settlement as to the ownership of all such personal property.

The parties acknowledge that they own a house and lot located at 2809 Belcourt Avenue, Nashville, Tennessee 37212. The parties have agreed to have said house appraised pursuant to an F.H.A. appraisal, and to determine the amount of equity in said property as of June, 1983, as follows. The parties agree that the balance owed on said property shall include the first mortgage balance to Fidelity Federal of approximately $27,907.00 and an unsecured demand note to Husband's father solely in Husband's name in the amount of approximately $40,000.00, with both parties hereby agreeing that the equity figure will be the difference between the F.H.A. appraisal figure and the present monies owed on the house of $67,907.00. Husband hereby agrees to purchase Wife's one-half interest in and to said property and she hereby agrees to execute a quitclaim deed vesting her interest in and to said property to Husband. Husband hereby agrees to pay to Wife his share of funds on deposit in certain accounts as of the date of the execution of this Agreement as partial payment of Wife's share of equity no later than the granting of the divorce contemplated herein and to execute a promissory note to Wife for the balance to be paid in full no later than three years from the granting of the divorce contemplated herein, said note to bear five percent interest.

The parties have heretofore agreed upon the distribution of the household furniture and furnishings and each party agrees that they are satisfied with such distribution.

The parties acknowledge they do not have any joint indebtedness. Each party will be responsible for his or her own debts and each party is aware of the debts for which he or she is responsible.

The parties own the following vehicles: Wife shall retain ownership of the 1974 Ford Mustang now titled to her. Husband will retain ownership of the 1972 Chevrolet Camaro now titled to him.

The parties show that they each have separate banking accounts at Metropolitan Federal and the monies on deposit in each account shall be the sole property of the party in whose name the accunt is listed. In addition, the parties have joint accounts at the following depositories, E. F. Hutton, Commerce Union Bank and Metropolitan Federal. The parties have agreed to divide equally the proceeds in said accounts. Husband further agrees to pay to Wife his one-half interest in the real property as heretofore set out.

The parties have agreed that the Wife shall be responsible for all court costs incurred in this action.

This Agreement constitutes the full and complete understanding of the parties hereto relative to all matters of the division of all marital property and is executed on the day and date written below, a copy of the same being retained by each party.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

/s/Ann Denise Thor Keith
ANN DENISE THOR KEITH

Sworn to and subscribed before me,
this 25th day of May, 1983.

/s/Karen W. Yates
NOTARY PUBLIC
My Commission Expires: 2-27-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

/s/Thomas Allan Keith
THOMAS ALLAN KEITH

Sworn to and subscribed before me,
this 25th day of May, 1983.

/s/Karen W. Yates
NOTARY PUBLIC
My Commission Expires: 2-27-84

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff be restored the use of her maiden name, Thor.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby, taxed against the Plaintiff.

It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTERED this the 19th day of August, 1983.

JUDGE

APPROVED FOR ENTRY:

LEGAL CLINIC OF BART DURHAM

BART DURHAM
Attorney for Plaintiff
1712 Parkway Towers
Nashville, Tennessee 37219
(615) 242-9000

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a copy of the foregoing Final Decree to the Defendant at his last known address.

BART DURHAM

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IDENTIF. REFERENCE

SEP 12 10 11 AM '83

FELIX Z. ROLLON JR REGISTER
DAVIDSON COUNTY, TN

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~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Ann Denise Thor Keith *Plaintiff, and* Thomas Allan Keith *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* 12th *day of* September *in the year one thousand nine hundred and* Eighty-Three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Lacy, *D. C.*

Form #GR-117