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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID GORDON MATHENY)
)
VS.) NO. 83D-2620
)
ZOE FRANCES MATHENY)

D.C.

Map 149-4 Par. 145

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 1st day of December, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of 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 custody and maintenance of any children of the marriage and for the equitable settlement of any property rights between the parties, and, therefore, it is ORDERED, ADJUDGED and DECREED that the Child Custody and Property Settlement agreement entered into 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:

CHILD CUSTODY
AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between DAVID GORDON MATHENY and ZOE FRANCES MATHENY, 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

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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 2505 Deerpath Drive, Nashville, Davidson County, Tennessee, more fully described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 466 on the plan of Edge-O-Lake Estates, Section Seven, of record in Plan Book 3700, page 79, Register's Office for said County.
>
> SAID Lot No. 466 fronts 85 feet on the southwesterly margin of Deerpath Drive and extends back 148.08 feet on the southeasterly line and 103.55 feet on the northwesterly line to a dead line in the rear measuring 95.96 feet thereon.
>
> BEING the same property conveyed to Ruth Scruggs by deed from Edd Douglas Johnston and wife, Joan M. Johnston of record in Book 4810, page 480, Register's Office for Davidson County, Tennessee.
>
> It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the Grantees to assume the unpaid balance of a note secured by a first mortgage deed of trust to Administrator of Veteran's Affairs of record in Book 4475, page 704, Register's Office for Davidson County, Tennessee, and also that the escrow account in connection with the aforesaid deed of trust is hereby transferred to the said Grantees.
>
> This conveyance is subject to all restrictions, easements, or other encumbrances which are matters of public.

The parties show that they presently own the above described property as tenants by the entirety and that they will own said property as tenants in common upon the granting of the divorce contemplated herein. Wife is to have possession of said real property and hereby agrees to assume the mortgage balance with First Atlanta Mortgage and to indemnify and hold Husband harmless therefrom. Both parties agree to share equally all maintenance, repairs and upkeep on said property and further agree to consult with each other and agree before contracting for such expenditures.

The parties have heretofore agreed that the Husband shall be entitled to the master bedroom and den furniture and that all remaining household furniture and furnishings shall be the sole property of the Wife.

The parties acknowledge that the only joint debt remaining of the marriage is with the J. C. Penney Company. Wife hereby agrees to assume said debt and to indemnify and hold Husband harmless therefrom. Except as set forth herein, 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 1978 Ford LTD II now titled to Husband and will assume and pay the indebtedness thereon and hold Husband harmless from same. Husband will retain ownership of the 1979 Dodge truck now titled to him and will assume and pay the indebtedness thereon to Third National Bank and hold Wife harmless from same. Each party agrees to execute necessary documents to effect title transfer.

The parties show that two children have been born unto this marriage. The parties agree that the Wife shall have custody of said minor children and Husband shall have any and all reasonable visitation rights as are mutually agreeable between the parties. Husband agrees to pay to Wife the sum of $50.00 per week for the support and maintenance of said children. Said child support payments will commence upon the execution of this Agreement. In addition, Husband agrees to maintain the existing medical insurance on behalf of said children through his employment and to be responsible for any medical bills incurred on the children's behalf not covered by said insurance policy.

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

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

/s/David G. Matheny
DAVID GORDON MATHENY

Sworn to and subscribed before me,
this 10th day of August, 1983.

/s/Karen W. Yates
Notary Public
My commission expires: 2-27-84

/s/Zoe F. Matheny
ZOE FRANCES MATHENY

Sworn to and subscribed before me,
this 10th day of August, 1983.

/s/Karen W. Yates
Notary Public
My commission expires: 2-27-84

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 1st day of December, 1983.

JUDGE

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IDENTIF. REFERENCE

DEC 15 9 32 AM '83

FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

APPROVED FOR ENTRY:

LAW OFFICES OF BART DURHAM

J. Michael Combs

J. MICHAEL COMBS
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 of Divorce to the Defendant at her last known address of 2505 Deerpath Drive, Nashville, Tennessee, on this the 1 day of December, 1983.

J. Michael Combs

J. MICHAEL COMBS

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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* True Copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* David Gordon Matheny *Plaintiff, and* Zoe Frances Matheny *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* 9th *day of* December *in the year one thousand nine hundred and* Eighty-Three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Searcy, *D. C.*

Form #GR-117