IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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MILDRED L. GOODFRED)
)
Plaintiff)
)
vs.) No. 96181
)
THOMAS E. GOODFRED)
)
Defendant)

82-3
195
P.W.

F I N A L D E C R E E

This Cause came on to be heard on the 2nd day of June, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davdison County, Tennessee, upon the original Complaint of the Plaintiff, Mildred L. Goodfred, for the granting of an Absolute and Final Divorce from the Defendant, Thomas E. Goodfred, on the grounds of Irreconcilable Differences of the parties to this Cause; where, upon the submitting of the PROPERTY SETTLEMENT AGREEMENT, dated April 25, 1979, and the AMENDMENT OF THE PROPERTY SETTLEMENT AGREEMENT of April 25, 1979, for the affirmative finding of the Court as relates to the equitable settlement of all property rights and interests between the parties, the testimony of the Plaintiff and upon the entire record, the Court is of the opinion and does affirmatively find that the initial Property Settlement Agreement, subject to the changes encompassed in the Amended Settlement Agreement, do provide for the equitable settlement and adjustment of all property rights and interests of the parties, and accordingly the Court does so find and hold; that the Plaintiff be granted a final and absolute divorce on the grounds of Irreconcilable Differences, and that the initial PROPERTY SETTLEMENT AGREEMENT and the notarized AMENDMENT thereto, be incorporated into this Final Decree and that the applicable terms and provisions of each document be made the ORDER and-or ORDERS of the Court. The PROPERTY SETTLEMENT AGREEMENT of April 25, 1979, and the AMENDMENT of the PROPERTY SETTLEMENT AGREEMENT of April 25, 1979, reads as follows:

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GOODFRED VS GOODFRED PRE-DIVORCE CONTRACT

PROPERTY SETTLEMENT AGREEMENT

WHEREAS; Unhappy and Irreconcilable Differences have arisen between the parties to this Cause, and have continued through the execution of this instrument, making it impossible, unsafe, and improper for these parties to become happily reconciled again. In view of the above, the parties hereto, i. e., MILDRED L. GOODFRED, hereinafter referred to as the "wife" and THOMAS E. GOODFRED, hereinafter referred to as the "husband", with the "wife" being desirous that an Absolute Divorce be

obtained, do now feel it would be in the best interest of each party, that a full and complete "PROPERTY SETTLEMENT AGREEMENT", hereinafter referred to as "AGREEMENT", be entered into to conclude and to release as against each of the parties, what claims, interests and demands each may have as against the other relating to property and assets, both real and personal, subject to the provisions and terms of this "AGREEMENT" set out hereinbelow. Each of the parties hereto, do promise and contract with each other, subject to the final approval of the Court to which the Contemplated Divorce proceedings may be assigned, as follows:

1. That this duly executed "AGREEMENT" of the parties is to be the final agreement between these parties and is to be presented to the Trial Judge at the time of the Final Divorce hearing. The parties being in agreement that Irreconcilable Differences are the grounds to be used for the granting of the Absolute Divorce.

2. The "husband" is to retain and to have as his sole property, to utilize, sell or trade, as he deems advisable, all of the personal property items used in his present window washing and cleaning business, including, but not limited to Motor Vehicles, the Business Trailer, Tools, et al.

3. The "husband" is to have, to own, and to have vested in him, as his sole property, the business he owns and operates, to include the Trailer Office, known as the Dependable Window Cleaning Company.

4. The parties own a residential home, as tenants in the entirety, located at 1109 Stockell Street, Nashville, Davidson County, Tennessee. It is the agreement of the parties that the "husband" is to have this rental realty vested in him as his sole property.

5. The parties presently own their home residence located at 1511 Montgomery Street, Nashville, Davidson County, Tennessee, as tenants by the entirety. Upon the approval by the Court of this "Agreement" and the divorce decree being granted, the parties are to own this residental realty as Tenants in Common, however, should the "husband" remarry, or should he predecease the "wife", she is to have and to own this Realty as her sole property. In accordance therewith, an applicable deed instrument will be prepared and executed by the parties hereto.

It is the Agreement of the parties to this Agreement that upon their mutual Consent, prior of course, to the death of the "husband" or his "remarriage", that this realty at 1511 Montgomery Avenue, may be sold and the net proceeds therefrom, divided equally between the parties hereto.

6. The "wife" is to receive and to have as her sole property the couch and two arm chairs presently located in the living room, the table, the lamps and miscellaneous items from the living room, along with the back bedroom suite, chest and dresser, the old sewing machine and rocking chair, the table and chairs, the corner cabinet and cedar chest presently located in the dining room, along with the wall pictures, the electric fireplace from the den, and the gas dryer and the washing machine.

7. The "wife" is to retain and to have as her sole property the 1974 Buick Riveria, presently titled to her and is to be responsible for the payment of any encumbrances thereon.

8. The parties hereto are entitled to have and to receive their own personal effects or items personal to the particular parties, to include photos, books, etc..

9. The parties have a Health and Accident Insurance policy with Reserve Life Insurance Company, commonly referred to as Medical, Surgery and Hospitalization coverage. It is probable that the Insurance Company may require that separate or individual policies have to be issued. It is the agreement and promise of the parties hereto, that whatever the requirements of the Insurance Company, that the parties hereto, keep

or to try to, the policy or policies, in full effect, and each agrees and promises to do what may be required to accomplish the above and to keep the policy or policies, as the case may be, in effect, whether individually or jointly issued by the Insurance Company.

10. The "husband" is to be responsible for the debt obligation of the parties, currently in existence, whether incurred jointly or individually.

11. Should this "AGREEMENT" be duly executed by the parties hereto, and is approved by the Court, with the Court awarding the Absolute Divorce on the Irreconcilable Differences grounds, the balance of the legal fee of Attorney Jim H. Wachter, Madison, Tennessee, is to be ($450.00) dollars. The "husband" is to be responsible for the payment of this legal fee within (60) days of the execution of the "AGREEMENT". Should either of the parties decide not to sign, go along with, or parties do agree to a subsequent written "AGREEMENT" for presentation to the Court, the legal fee for the ($450.00) is to be payable by the husband within (60) days of the execution of a new "AGREEMENT". In any event, the ($450.00) will be owing by the "husband" to Attorney JIm H. Wachter.

Should the "Divorce" proceedings end up in a "Contest", it is understood by each of the parties that Jim H. Wachter, will be permitted to withdraw his representation in this Cause and the parties will then be at liberty to select legal representation of the individual choice. In such an event, the ($450.00) dollar legal fee will be the responsiblity of the "husband".

12. The "husband" is to be responsible for the payment of the Divorce Complaint filing fee and any Court costs balance remaining at the conclusion of the Divorce proceedings.

13. In the event that the parties reconcile or the contemplated Divorce proceedings do not result in an Absolute Divorce, in such event, this whole "PROPERTY SETTLEMENT AGREEMENT", except for the provisions relating to the payment of the Attorney fee, shall be null and void.

This "PROPRTY SETTLEMENT AGREEMENT" entered into between MILDRED L. GOODFRED and THOMAS E. GOODFRED on this the 25th day of April, 1979, in Davidson County, Tennessee.

S/ Carol Wachter
WITNESS

S/ Mildred L. Goodfred
MILDRED L. GOODFRED

S/ Carol Wachter
WITNESS

S/ Thomas E. Goodfred
THOMAS E. GOODFRED

GOODFRED VS GOODFRED

PRE-DIVORCE
SETTLEMENT AGREEMENT
(AMENDMENT)
DOCKET # 96181

AMENDMENT OF THE PROPERTY SETTLEMENT AGREEMENT OF APRIL 25, 1979

The parties to this Instrument, to wit: MILDRED L. GOODFRED, hereinafter referred to as the "wife" and THOMAS F. GOODFRED, hereinafter referred to as the "husband", had entered into a written Property Settlement Agreement on the 25th day of April 1979. It is now the desire of each of these parties to delete paragraphs 11, 12 and 13 of the Property Settlement Agreement of April 25, 1979, and to substitute therefore the following wording and Agreement of the parties:

1. The "husband" does hereby promise and agree that in addition to the other provisions of the April 25, 1979, Property Settlement Agreement, that upon theCourt's Approval of the said Property SEttlement Agreement, along with the terms and provisions of this present Amendment, and the awarding of the Final Divorce, he is to then pay to the "wife" the cash sum [illegible] dollars.

2. The "husband" does further promise and agree to pay to Attorney JIm H. Wachter, the additional legal fee of ($250.00) dollars, said sum to be due and payable whether or not the Court approves the remainder or any other part of the original Property Settlement AGreement and this Amendment.

3. Should, the present divorce proceedings be contested, it is understood by each of the parties to this Casue, that Attorney Jim H. Wachter, will be permitted to withdraw his legal representation of the "wife", however, in such event, the payment of the ($250.00) legal fee will remain the responsibility of the "husband".

4. In the event that the parties reconcile or the contemplated divorce proceedings should not result in an Absolute Divorce, in such event, this whole Property Settlement Agreement and this present Amendment thereof, except for the balance of the Attorney fee of Attorney Jim H. Wachter, shall be null and void.

This "Amendment" to the original Property Settlement Agreement of April 25, 1979, entered into between MILDRED L. GOODFRED and THOMAS E. GOODFRED on this the _____ day of May, 1980, in Davidson County, State of Tennessee.

S/ Jim H. Wachter
WITNESS

S/ Mildred L. Goodfred
MILDRED L. GOODFRED

S/ Katherine S. Ryan
WITNESS

S/ Thomas E. Goodfred
THOMAS E. GOODFRED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) SS:

Personally appeared before me, KATHERINE S. RYAN, a Notary Public in and for the aforesaid State and County, the within named THOMAS GOODFRED, with whom I am personally acquainted, and who, after being duly sworn according to law, did make oath and affirm that he executed the foregoing Amendment foreh purposes contained therein.

Sworn to and subscribed before me this 28th day of May, 1980.

S/ Katherine S. Ryan
Notary Public

My Commission Expires:
July 17, 1983

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) SS:

Personally appeared before me, Jim H. Wachter, a Notary Public in and for the aforesaid State and County, the within named MILDRED L. GOODFRED, with whom I am personally acquainted, and who, after being duly sworn according to law, did make oath and affirm that she exeucted the foregoing Amendment for the purposes contained therein.

Sworn to and subscribed before me this 30th day of May, 1980.

S/ Jim H. Wachter
Notary Public

My Commission Expires:

July 17, 1983

It is Therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, Mildred L. Goodfred, be and she is granted a final and absolute Divorce from the Defendant, Thomas E. Goodfred, on the statutory grounds of the Irreconciable Differences of the parties, and the parties are herewith restored to all of the rights and privileges of unmarried persons.

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The PROPERTY SETTLEMENT AGREEMENT between the parties hereto, dated April 25, 1979, subject to the subseuqent AMENDMENT Thereto, being affirmatively approved by the Court for incorporation into this Final Decree, the Court does accordingly, ORDER, ADJUDGE and DECREE that each of the applicable provisions and the terms of the Property Settlement instruments, heretofore entered into between the parties to this Casue, be made the ORDER and-or ORDERS of the Court, and the parties hereto, execute the necessary papers and documents to fully comply with the terms of the Settlement Agreement instruments copied hereinabove.

It Is the ORDER of the Court that the Court costs pertaining to this Action be assessed to the Defendant for which exeuction may issue, if necessary.

CIRCUIT COURT JUDGE

6-24-80

APPROVED FOR ENTRY:

JIM H. WACHTER
Attorney for Plaintiff
400 N. Gallatin Road
Madison, Tennessee 37115

cc: Mr. Joe Binkley
Attorney for Defendant
Suite 1601, Parkway Towers
Nashville, Tennessee 37219

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IDENTIF. REFERENCE

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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* Mildred L. Goodfred *Plaintiff, and* Thomas E. Goodfred *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* 20th *day of* Dec. *in the year one thousand nine hundred and* 83 *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

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