Map 81-6 Par 98 & 98A

JOE L. FITZGERALD] IN THE FOURTH CIRCUIT COURT

DEC 21 PM 2:01 FOR

-vs-] DAVIDSON COUNTY, TENNESSEE

ETHEL DODSON FITZGERALD D.C. NO. 73092

FINAL DECREE BOOK 6211 PAGE 158

This cause came on to be heard on the 14th day of December, 1982 before the Honorable Muriel Robinson, Judge, upon the original and amended complaint filed by Joe L. Fitzgerald, answer and cross-complaint filed by Ethel Dodson Fitzgerald, subsequent agreement of the parties to withdraw the original complaint and allow this matter to be tried as a non-contested divorce, testimony of the cross-complainant, Ethel Dodson Fitzgerald, submission to the Court of a written property settlement agreement for approval, statement of counsel in open court and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. §36-801, et seq., as amended 1977. It is therefore

ORDERED AND ADJUDGED by the Court that the original complaint filed by Joe L. Fitzgerald is hereby dismissed.

It is further ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the cross-complainant, Ethel Dodson Fitzgerald, is granted an absolute divorce from the cross-defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore signed by the parties is approved and made a part of this decree as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by Joe L. Fitzgerald hereinafter referred to as "Husband" against Ethel Dodson Fitzgerald, hereinafter referred to as "Wife", under Docket No. 73092, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he she were single and unmarried. Neither shall molest the other, or compel o endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

(5) REAL PROPERTY: All right, title and interest which the Husband has in and to the home of the parties located at 2703 Aspen, Nashville, Davidson County, Tennessee, more particularly described as follows:

> Being Lot No. 33 on the Plan of Cumberland Gardens Subdivision, as of record in Book 2900, page 4, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 33 fronts 55.0 feet on the south margin of Aspen Drive and extends back 170.3 feet on the east line and 183.2 feet on the west line to a dead line, measuring 78.3 feet thereon.
>
> Being the same property conveyed to Joe L. Fitzgerald and wife, Ethel Dodson Fitzgerald by deed from Richland Development Company, a Tennessee corporation, of record in Book 2960, page 73, Register's Office for Davidson County, Tennessee.

is divested out of him and the sole and exclusive ownership in said real property is vested in Wife, in fee simple absolute ownership.

(6) MORTGAGES: Husband agrees to pay the first and second mortgages presently existing on the property at 2703 Aspen, Nashville, Davidson County, Tennessee until the death or remarriage of Wife, or until the mortgages are paid in full, whichever is the first event to occur. Upon the full payment of the aforementioned mortgages, Husband shall continue to pay the taxes and insurance each year on the aforementioned property until Wife's death or remarriage, whichever is the first event to occur. Husband agrees to hold Wife harmless and

indemnify her from any responsibility on the mortgages, taxes and insurance as herein stated.

(7) FURNITURE: All the household furniture, furnishings, appliances, and personal property shall be awarded as the exclusive property of the Wife.

(8) DEBT: Wife presently has a furniture note owing to General Electric Credit Corporation (GECC) which is approximately $26.00 a month. The parties agree that Husband shall be responsible for one-half of this note until it is paid in full, and shall hold Wife harmless and indemnify her from any responsibility for his one-half portion of said obligation.

(9) UTILITIES: Husband agrees to pay up to a total of $100.00 a month on the electric bill incurred by Wife at the home at 2703 Aspen Drive. Any sum in excess of $100.00 shall be the responsibility of the Wife. Should the total electric bill be less than $100.00, then Husband shall be responsible for no greater sum than the amount of the bill. Husband agrees to be responsible for all of the water bill each month and these obligations for payment on electric bill and water bill shall continue until Wife's death or remarriage, whichever is the first event to occur. Husband agrees to pay the entire electric bill to be received after the date of this agreement, inasmuch as the prior order of the Court had obligated him to do. However, beginning with the second electric bill received hereafter, then Husband shall only be bound to pay a sum not to exceed $100.00 per month on said electric bills.

(10) MEDICAL INSURANCE: Husband agrees to maintain in full force and effect hospital and medical insurance coverage for the benefit of Wife until her death or remarriage, whichever is the first event to occur.

(11) AUTOMOBILE: The parties agree that the 1976 Chrysler automobile will be awarded to their son and that Husband and son will work this arrangement out between themselves.

(12) LIFE INSURANCE: Husband agrees to pay the monthly premium to Interstate Life Insurance to maintain the life insurance policy presently in existence on Wife's life. This shall continue until her death or remarriage, whichever is the first event to occur.

(13) ALIMONY: Husband agrees to pay as periodic alimony the sum of $35.00 per week until the death or remarriage of Wife, whichever is the first event to occur. This obligation shall begin Friday, December 17, 1982 and continue hereafter until further orders of the Court.

(14) ATTORNEY FEES AND COSTS: Husband agrees to pay to Wife's solicitor of record, Robert L. Jackson, an attorney fee of $350.00, said fee to be due

and payable, $175.00 within thirty days hereof and the balance within sixty days hereof. Husband agrees to pay all court costs owing to the Circuit Court Clerk's Office.

(15) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibil for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under §17(a) of the Bankru cy Act, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement Agreement.

(16) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this Agreement for her support and maintenance are fair, adequate and satisfactory to her and in the keeping with her accustomed standard of living and her reasonable requirements.

(17) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of duress or undue influence.

(18) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(19) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 14 day of Dec, 1982 as to the Wife, and the 17 day of DECEMBER, 1982 as to the Husband.

Carol Madison Fitzgerald
WIFE

Joe T. Fitzgerald
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named ETHEL DODSON FITZGERALD, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 16 day of Dec, 1982.

NOTARY PUBLIC

My C. E. 1-15-83

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named JOE L. FITZGERALD, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 17 day of Dec., 1982.

NOTARY PUBLIC

My C. E. Jan. 22, 1984

The costs of this cause are taxed against the cross-defendant, for all of which execution may issue, if necessary.

JUDGE

12-21-82

APPROVED:

Sol. for Cross-Complainant

Sol. for Cross-Defendant

5066 01/10-18.00- CHECK

BOOK 6211 PAGE 163

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IDENTIF. REFERENCE

JAN 10 8 51 AM '84

FELIX Z. WILLIAMS, REGISTER
DAVIDSON COUNTY, TN

Fourth Circuit Court Minute Book 128A/381

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* Joe L. Fitzgerald *Plaintiff, and* Ethel Dodson Fitzgerald *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* January *in the year one thousand nine hundred and* eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Paul S. Story, *D. C.*