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152C/2388

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map Parcel 50-12 84

HAROLD DEE WITT, JR.,)

Plaintiff,)

vs.) NO. 83D-2864

KAREN HOLLON WITT)

Defendant.)

D.C.

BOOK 6213 PAGE 581

FINAL DIVORCE DECREE

This cause came on to be heard on the 14th day of November, 1983, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, upon the the plaintiff's petition for an absolute divorce, the property settlement agreement signed by both parties, the testimony of the plaintiff in open Court, the statement of counsel, and upon the entire record herein, from all of which the Court finds that the allegations of the petition have been fully sustained and that the parties have suffered such irreconcilable differences in their marriage as entitles them to an absolute divorce. It is, therefore,

ORDERED, ADJUDGED and DECREED that the plaintiff, Harold Dee Witt, Jr., be and he hereby is, awarded an absolute divorce from the defendant, Karen Hollon Witt, and the bonds of matrimony heretofore subsisting between the parties are hereby absolutely and forever dissolved and the par'ies are restored to all the rights and privileges of unmarried persons. It is, further,

ORDERED, ADJUDGED and DECREED by the Court that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between themselves. The property settlement agreement heretofore entered into by the parties is hereby approved and made a part of this decree as follows:

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PROPERTY SETTLEMENT AGREEMENT

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This agreement, made and entered into by and between D.C. Harold Dee Witt, Jr., hereinafter referred to as "husband", and Karen Hollon Witt, hereinafter referred to as "wife",

WITNESSETH:

WHEREAS, there is now pending in the First Circuit Court of Davidson County, Tennessee, a divorce action styled Witt vs. Witt, and referred to by docket no. 83D-2864, wherein husband is the plaintiff and wife is the defendant; and,

WHEREAS, these parties have suffered certain irreconcilable differences in their marriage and are not living as man and wife and have no expectations of resuming their marital relationship; and,

WHEREAS, both parties are aware of their possessions and obligations one to the other and their legal rights; and,

WHEREAS, the parties desire to enter into a property settlement agreement with regard to their respective rights and obligations and tender same to the Court for approval in the event a divorce is granted in this cause.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings hereinafter more fully set forth, the parties agree as follows:

1. Husband agrees to pay wife the sum of Five Thousand Dollars ($5,000.00) cash for her equity in the parties' marital residence located at 496 Sunliner Drive, Nashville, Tennessee, 37209, and more fully described by deed of record in Book 5178, page 864, Register's Office of Davidson County, Tennessee, as follows:

> BEING Lot No. 312 on the map of Charlotte Park, Section 6, as of record in Plat Book 2900, page 8, Register's Office, Davidson County, Tennessee.
>
> BEING the same property conveyed to Harold D. Witt, Jr. and wife, Karen H. Witt, by deed from George W. Boles, and wife, Mildred Boles, of record in Book 5178, page 864, Register's Office, Davidson County, Tennessee.
>
> THIS conveyance is subject to restrictions of record in Book 2921, page 412, said Register's Office and 10 foot public utility easement; 50 foot T.V.A. Easement and 5 foot by 25 foot

anchor easement of record in Plat Book 2900, page 8, said Register's Office.

THIS conveyance is subject to any and all existing easements of record.

Husband agrees to assume and agrees to pay the unpaid balance of any and all mortgages and liens against said property, and agrees to indemnify and hold wife harmless from any and all claims therefore.

Wife agrees said cash payment represents a full and final settlement of her interest in said property, and this property settlement agreement shall be filed in the Register's Office of Davidson County, to be used as the instrument of transfer from wife to husband.

2. Husband and wife agree that husband shall retain the 1976 Monte Carlo automobile, vehicle identification number - 1H57V6D464661 with no resulting claim therein so far as the wife is concerned.

3. Husband and wife agree that the parties' 1983 Datsun pick-up truck shall become the sole property of the wife with no resulting claim therein so far as the husband is concerned. Wife agrees to assume full responsibility for payment of the unpaid balance of the indebtedness on said vehicle and to indemnify and hold husband harmless for same.

4. Husband agrees to assume full responsibility for payment of the balance on Mastercard Account No. 5247-00-4061-00-8250, and agrees to indemnify and hold wife harmless for same.

5. Wife agrees to assume full responsibility for payment of Castner Knott Account No. 29197-13442, and agrees to indemnify and hold husband harmless for same.

6. Husband and wife agree that they have heretofore made a division of all other jointly owned property between themselves and each agree that the property presently in the possession of each party shall be and become the sole and separate property of each.

7. Wife hereby waives any claim she may have to alimony from the husband.

8. Husband and wife agree that the costs of this cause shall be assessed equally against each of the respective parties.

9. The parties agree to sign any and all instruments, documents, titles, covenants, or deeds necessary to carry out the full purpose and intent of this agreement.

The parties declare and acknowledge that they have read this instrument in its entirety, that each of them has retained a copy thereof, that the agreement is fair and equitable and that they have signed same voluntarily and without duress or coercion on the day and date written below.

Harold Dee Witt Jr.
HAROLD DEE WITT, JR.

Karen Hollon Witt
KAREN HOLLON WITT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Thomas F. Hellingsworth, a Notary Public in and for said County and State, HAROLD DEE WITT, JR., the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me this 4th day of November, 1983.

Thomas F. Hellingsworth
Notary Public

My Commission Expires: 7-21-84

STATE OF TENNESSEE)

COUNTY OF)

Personally appeared before me, Frances M. Tucker, a Notary Public in and for said County and State, KAREN HOLLON WITT, the within named bargainor, with whom I am personally acquained, and who acknowledged that she executed the within instrument for the purposes contained therein.

Sworn to and subscribed before me this 30th day of Sept, 1983.

Frances M. Tucker
Notary Public

My Commission Expires: 4-19-87

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ENTERED this 15th day of Nov., 1983.

Hamilton Leyden
JUDGE

APPROVED FOR ENTRY:

Thomas F. Hollingsworth

Thomas F. Hollingsworth
Attorney for Plaintiff
1610 Parkway Towers
Nashville, TN 37219
Phone: 244-5432

mail

H97324

IDENTIF. REFERENCE

JAN 13 10 15 AM '84

FILED & RECORDED
DAVIDSON COUNTY, TN

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed to the defendant at 452 Moss Trail Road, Goodlettsville, TN 37072, on this the 14th day of November, 1983.

Thomas F. Hollingsworth
Thomas F. Hollingsworth

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Docket No. 83D-2804 Minute Book 156C Page 2388

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* Harold Dee Witt, Jr. *Plaintiff, and* Karen Hollo Witt *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* 13th *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 Virginia Leary, *D. C.*

Form #GR-117