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CLERK & MASTER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARTHA FRANCES BRADY,

Plaintiff and Counter-Defendant,

VS.

No. 83D-2971

STEVE WAYNE BRADY,

Defendant and Counter-Plaintiff.

BOOK 6214 PAGE 238

FINAL DECREE

This cause came on to be heard on the 10th day of January, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon defendant's counterclaim, plaintiff's complaint having been withdrawn and plaintiff not appearing to contest defendant's counterclaim, testimony of defendant in open court, statement of counsel, and the entire record in said cause, from all of which it appears to the Court, and the Court finds, that the allegations of the counterclaim as to irreconcilable differences between plaintiff and defendant are sustained by the proof, that there are irreconcilable differences between plaintiff and defendant and that the defendant should be granted an absolute divorce from the plaintiff;

It is accordingly ORDERED, ADJUDGED and DECREED by the Court that the defendant, Steve Wayne Brady, be and hereby is granted an absolute divorce from the plaintiff, Martha Frances Brady, and the defendant is hereby restored to all rights and privileges of an unmarried person.

And it appearing to the Court that the parties hereto have reached a property settlement agreement between themselves, which Property Settlement Agreement is in words and figures as follows:

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CHILD CUSTODY AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between MARTHA FRANCES BRADY, hereinafter called "Wife," and STEVE WAYNE BRADY, hereinafter called "Husband," subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, these parties have been married since August 16, 1968, and there have been born of this union two (2) minor children named Christy Yvonne Brady, age thirteen (13) and Gregory Shane Brady, age nine (9); and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, and the parties have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into a written agreement relative to their respective rights and obligations arising out of the marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested;

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. CUSTODY. Husband shall have and retain sole care, custody and control of the minor children of the parties, Christy Yvonne Brady and Gregory Shane Brady.

2. VISITATION. Wife shall have visitation with the minor children every other weekend from Saturday at 4:00 p.m. until Sunday at 6:00 p.m. In addition, Wife may have other visitation with the minor children so long as she gives Husband at least twenty-four (24) hours notice and so long as the additional visitation is convenient and agreeable to Husband. No visitation shall take place in the presence of Joey Shaffer until the divorce is final.

3. CHILD SUPPORT. Husband shall assume sole responsibility for support of the minor children.

4. AUTOMOBILES. Husband shall receive the 1966 Chevy Suburban truck. Wife shall receive the 1976 Buick Electra, and Husband shall pay all indebtedness owing thereon, holding Wife harmless for same.

5. HOSPITALIZATION INSURANCE. Husband shall maintain hospitalization insurance on both minor children.

6. PERSONAL PROPERTY. The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects in the possession of Husband shall be his sole and separate property.

7. REAL PROPERTY. All right, title and interest to the parties' residence located at 319 Charmaine Court, Antioch, Tennessee, will vest solely in Husband, and Wife will be divested of all right, title and interest in same. Husband will assume as his sole obligation the indebtedness owing thereon and will hold Wife harmless therefor. The real estate is of record at Book 4914, Page 149, Register's Office for Davidson County, Tennessee, and is more particularly described as follows:

> Being Lot No. 114 on the Plan of Barclay Square, Section II, of record in Plat Book 4660, page 124, said Register's Office.

Said Lot No. 114 fronts 56.84 feet on the westerly margin of Charmaine Court and extends back 202.92 feet on the southerly line, and 118.16 feet on the northerly line, to a line on the rear which is a broken line on which it measures 97.12 feet.

Being part of the same property conveyed to Steve W. and Frances Brady, of record in Book 4914, page 149, by deed from Randall Phillips Builders, Inc.

8. DEBTS. It is agreed that Husband will pay and continue to pay the debts owed to Goodyear Tire and Rubber Company and First American National Bank - Personal Line of Credit, and shall hold Wife harmless on said debts. It is agreed that Wife will pay and continue to pay the debt owed to Castner Knott, and shall hold Husband harmless on said debt.

9. TAX DEDUCTIONS. It is mutually agreed that Husband may declare the minor children of the parties as dependents for income tax purposes.

10. ALIMONY. Both parties hereby waive and relinquish any right which they may have or assert to receive alimony from each other.

11. LIFE INSURANCE. Wife shall transfer and assign to Husband all her right, title, interest and incidents of ownership and control to National Life and Accident Insurance Company policy number 4371399.

12. ATTORNEYS' FEES. Husband paid a fee to Wife's attorney in August, 1983, and he shall not be responsible for paying any further fee to Wife's attorney. Husband shall pay his own reasonable attorney's fee.

13. COURT COSTS. Husband shall pay the court costs of this cause.

14. Except as otherwise provided by this agreement, each party shall be solely and separately responsible for paying any and all debts heretofore contracted or incurred by him or her. The parties acknowledge that they have no joint debts other than those stated in this agreement. Should either party be compelled to pay any debt contracted or incurred by the other party, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability on such indebtedness and to reimburse the other party to the full extent of the amount paid by the other party, including any interest and legal expenses paid by the other party either in defending the claim of the creditor or otherwise.

15. It is understood and agreed between the parties, as part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

16. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

17. It is understood and agreed between the parties that this agreement shall be introduced in said proceedings instituted by Wife and submitted to the Court for ratification and incorporation into the Final Decree of divorce.

18. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and obligations of the respective parties hereto, including a complete release of all Wife's marital rights, including but not limited to Wife's inchoate marital rights and all the

Husband's legal obligations to the Wife, and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this agreement. This agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

19. It is understood and agreed between the parties that, from and after the date of execution of this agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

20. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

21. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

22. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

23. In the event any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such individual provisions shall not affect the other provisions of this agreement, said provisions being severable.

24. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of divorce between the parties.

Martha Frances Brady
MARTHA FRANCES BRADY
"Wife"

Steve W. Brady
STEVE WAYNE BRADY
"Husband"

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, William Bracken Jarvis, a Notary Public in and for the aforesaid State and County, MARTHA FRANCES BRADY, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing agreement for the purposes contained therein.

Sworn to and subscribed before me this 12th day of December, 1983.

William Bracken Jarvis
Notary Public

My Commission Expires:
1/18/87

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kathy A. Gibson, a Notary Public in and for the aforesaid State and County, STEVE WAYNE BRADY, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing agreement for the purposes contained therein.

Sworn to and subscribed before me this 10th day of January, 1984.

Kathy A. Gibson
Notary Public

My Commission Expires:
July 27, 1986

And it further appearing to the Court that the said Property Settlement Agreement is fair and reasonable and should be in all things and respects approved, and that all division of property, child custody and support, alimony and attorneys' fees should be as provided in said agreement, and the Court affirmatively finds that it adequately provides for the support and maintenance of the minor children, it is so accordingly ORDERED, ADJUDGED and DECREED by the Court.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Steve Wayne Brady, shall pay the costs of this cause, to enforce the collection of all of which execution may issue if necessary.

ENTERED this 10th day of January, 1984.

Muriel Robinson
MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

By: Aleta G. Arthur
Aleta G. Arthur
Attorney for Steve Wayne Brady

cc: William Bracken Ingram, Esq.
January 10, 1984

H97512

IDENTIF. REFERENCE

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FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

BOOK 6214 PAGE 247

Mail
Steve Brady
319 Charmaine Ave
Antioch Tenn

83D-2971 Minute Book: 134 B Page: 906 1-10-84

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* Martha Frances Brady *Plaintiff, and* Steve Wayne Brady *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 D. McGuire, *D. C.*

Form #GR-117