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GEORGE L. ROOKER, CLERK
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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GEORGE FREDERICK SCHWARZ]
]
VS.]
]
]
BARBARA ANN GRAHAM SCHWARZ]

IDENTIF. REFERENCE

NO. JAN 20 2 10 46 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Mail
516 CANTON PASS
MADISON, TN 37115

FINAL DECREE

BOOK 6217 PAGE 989

This cause came on to be heard on this the 7th day of September, 1983, before the Honorable Muriel Robinson, sitting by interchange as Judge of the Third Circuit Court of Davidson County, Tennessee, and upon the pleadings heretofore filed in this cause and in addition, following application by the wife/cross-plaintiff to amend her petition from a petition for separate maintenance to request the relief of an absolute divorce upon the grounds of irreconcilable differences. The amendment having been permitted by the Court, the matter was then heard before the Court upon wife's cross-petition for an absolute divorce. From the testimony of the wife/cross-plaintiff, statement of counsel for both parties and from a review of the entire record, the Court is of the opinion that such irreconcilable differences exist between the parties as to make a continuation of their marriage not in their best interests, nor in the best interest of society as a whole.

It is accordingly ORDERED, ADJUDGED and DECREED that wife/cross-plaintiff is granted an absolute divorce from husband/cross-defendant and is restored to all rights and privileges of an unmarried person. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Husband/cross-defendant's original petition is dismissed.

It further appearing to the Court that the parties had entered into a property settlement agreement that made an adequate and sufficient provision for the custody and maintenance of the minor children and in addition thereto, an equitable settlement of the property rights between the parties;

It is accordingly further ORDERED, ADJUDGED and DECREED that said property settlement agreement is approved and ratified

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by the Court and made a part of this the final Decree in this cause and as follows:

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BOOK 6217 PAGE 990

PROPERTY SETTLEMENT AGREEMENT

This agreement is entered into by and between George Frederick Schwarz, hereinafter known as "husband," and Barbara Ann Graham Schwarz, hereinafter known as "wife."

WHEREAS, husband and wife are now living separate and apart; and,

WHEREAS, both husband and wife have filed domestic relations actions in the Third Circuit Court of Davidson County, Tennessee, bearing docket number 82D-2771, in which husband seeks an absolute divorce from wife upon the grounds of irreconcilable differences and wife, by amendment to her original cross-petition, seeks an absolute divorce from husband on the grounds of irreconcilable differences; and,

WHEREAS, at this time, both parties desire to enter into an agreement that makes an adequate and sufficient provision for the custody and maintenance for their minor children and further makes an equitable settlement of the property rights between the parties; and

WHEREAS, both parties at this time acknowledge the existence of irreconcilable differences in their marriage, the parties hereby agree as follows:

(1) CHILDREN: The absolute care, custody and control of Keith Allen Schwarz and Kevin Wayne Schwarz will be vested in the wife with the right and privilege of the husband to see and visit said children at all reasonable times and places. The custody of Tamara Ann Schwarz, now 17 years of age, will be vested in the husband with the right and privilege of the wife to see and visit said child at all reasonable times and places. As support for the two children placed in the custody of the wife, the husband will pay to the wife directly by check or money order the sum of Six Hundred ($600.00) Dollars per month. Payments may be paid in two installments of Three Hundred ($300.00) Dollars each with the first installment due on or before the 5th day of each month and the

second installment due on or before the 20th day of each month. Payments shall become due and payable commencing with the month of September, 1983, but husband shall be given credit for Two Hundred Seventy-Five ($275.00) Dollars paid to wife for September of 1983. Husband shall also be responsible for the support and maintenance of the 17-year old daughter placed in his custody.

Husband shall continue to keep in full force and effect hospital and medical insurance that will cover the medical needs of all three children. Each party will be responsible for the payment of one-half of the dental expenses of the children.

Husband shall continue to keep in full force and effect all of his existing life insurance policies and with the three children designated thereon as the equal and sole and exclusive beneficiaries under said polices.

For income tax purposes, the wife shall be permitted to deduct one of the male children placed in her custody. The husband shall be permitted to deduct the female child placed in his custody. The parties shall alternate the deduction of the remaining male child with the husband being permitted to claim the child as a deduction for 1983, the wife for 1984 and alternating thereafter.

(2) REAL PROPERTY: Husband and wife agree that they will request of the Court by Final Decree that the real property of the parties located at 516 Canton Pass in Madison, Tennessee, be vested solely and exclusively in the name of wife and that all of husband's right, title and interest in and to said property, with the exception of a lien hereinafter described, be divested out of husband and vested into wife in fee simple. It is agreed that simultaneously that wife shall assume the responsibility for the payment of the existing mortgage indebtednesses against said property, consisting of both a first and second mortgage. Wife shall hold husband harmless from any further responsibility in respect to the payment of said aforementioned mortgage indebtednesses. Husband will sign any deeds and/or documents necessary to convey his interest in said property into the name of the wife.

As an equitable division of the parties' real property and in consideration of husband's interest in said property, husband

is awarded a non-interest bearing lien in the amount of Ten Thousand ($10,000.00) Dollars. Said lien shall be imposed in favor of the husband and against the real property located at 516 Canton Pass and shall remain in full force and effect subject to the following terms and conditions: The lien will be non-interest bearing and will be unenforceable by husband until the remarriage of the wife, or the death of the wife, or the sale of the property by the wife, or until the 18th birthday of the parties' two minor sons, or until either of the minor sons graduate from college. As to the latter two events, the 18th birthday of the minor sons, or until one of the minor sons graduates from college, the lien will be unenforceable until the last of either of those events occurs. It is understood and agreed to by and between the parties that husband will not enforce his lien upon the 18th birthday of his minor sons if either or both of said sons attend college and that if either or both his sons attend college, that said lien will not be enforceable by husband until the graduation of either or both sons from college, or until such time as neither son is attending college.

(3) PERSONAL PROPERTY: Each party will retain the motor vehicles in their respective possession with the wife retaining her Lincoln automobile and the husband retaining his Chevrolet truck. Both parties shall sign all documents necessary to convey title of said vehicles into the respective owner. The 1970 Volks-wagon automobile shall remain at the home of the wife and under the custody and supervision of the wife until the 18th birthday of the two minor sons, at which time title to said vehicle shall be vested in said sons.

All of the household furnishings, goods and effects now located in the home at 516 Canton Pass shall become the sole and exclusive property of the wife, free and clear from any further claim thereon by husband, but with the exception of the following items which shall become the property of the husband, free and clear from any further claim by wife. Said items to be awarded husband are a 1969 boat and trailer, an oak roll-top desk and

chair, coin collection, stuffed ducks and husband's clothes, personal jewelry and personal books.

(4) DEBTS: With the exception of that hereinabove set out, it is further agreed that each party will be responsible for their own existing debts and shall hold the opposite party harmless from any responsibility therefor. Wife shall be responsible for the payment of all charges that she has made in respect to credit cards that may have been in the joint names of both parties, or in the name of husband, provided that such charge to husband's credit card was made by wife.

(5) COSTS AND ATTORNEYS' FEES: Husband will pay all court costs of the domestic relations proceedings between the parties and in addition thereto, will pay to Jack Norman, Jr., solicitor for wife, the sum of Seven Hundred Fifty ($750.00) Dollars, representing the balance of wife's reasonable attorney's fees.

Both parties agree and understand that this agreement constitutes a fair and reasonable settlement of all matters in controversy between the parties and that the same makes an adequate and sufficient provision for the custody of their children and an equitable settlement of their property rights. The parties agree and understand that the execution of said agreement constitutes a full and final release of any claims of any nature whatsoever that one party might have against the other, either as the result of their marriage or otherwise, and that the same is binding upon the parties and their heirs or assigns. The parties further agree and understand that this agreement constitutes the full and final agreement between the parties and that no other agreements exist between the parties, either written or oral, that is contrary to the terms and provisions of this agreement.

The parties understand that this property settlement agreement will be submitted to the Court at the hearing of any domestic relations case between the parties with the request that the same be made a part of any final decree of divorce that may be entered between the parties.

This agreement is made at Nashville, Tennessee, on this the 7th day of September, 1983.

George Frederick Schwarz, "Husband

Barbara Ann Graham Schwarz, "Wife

Robert L. Jackson, Attorney for Husband

Jack Norman, Jr., Attorney for Wife

It is therefore ORDERED, ADJUDGED and DECREED that the custody of Keith Allen and Kevin Wayne is vested in the wife, subject to the terms and conditions of the property settlement agreement hereinabove set out, and the custody of Tamara Ann is vested in the husband, subject to the terms and conditions of the property settlement agreement hereinabove set out.

It is further ORDERED, ADJUDGED and DECREED that subject to the lien set out in the property settlement agreement that all of husband's right, title and interest in and to the real property of the parties located at 516 Canton Pass, Madison, Tennessee, is divested out of husband and vested in wife. Said property shall hereinafter become the sole and exclusive property of the wife, free and clear from any claim thereon by husband, but subject to husband's lien as set out in the property settlement agreement included in this decree, together with the existing mortgage indebtednesses against said property. Said property is more particular described as follows:

> Land in the 11th Civil District of Davidson County, Tennessee, being Lot No. 144 on the Plan of Sequoia Valley, Section 3, and of record in Book 4460, page 83, Register's Office for said County, described as follows:
>
> Beginning at a concrete monument in the northerly margin of Canton Pass, being 165 feet west of the intersection of Canton Pass and Sioux Terrace; thence north 65° 11' 30"

west 107.8 feet to a concrete monument; thence north 10° 30' west 96 feet to a concrete monument; thence north 45° 55' east 57.7 feet to an iron pin; thence south 49° 27' east 160.7 feet to an iron pin in the northerly margin of Canton Pass; thence easterly with said margin of said Pass, 89.7 feet to the point of beginning.

Being the same property conveyed to George Frederick Schwarz and wife, Barbara Ann Graham Schwarz, by deed from Oliver H. Dale and wife, Claudine M. Dale, and Robert W. Slate and wife, Ruth N. Slate, of record in Book 4650, page 5, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that husband's lien against said property in the amount of Ten Thousand ($10,000.00) Dollars shall be non-interest bearing and shall not be enforceable by husband until the advent of one of the conditions set forth in the property settlement agreement included in this decree.

It is further ORDERED, ADJDUGED and DECREED that at any time necessary that husband shall execute any and all documents as may be necessary to convey his interest in said property into the name of wife.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are assessed against the husband for which execution may issue if necessary.

Entered this 14th day of September, 1983.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Wife/Cross-Plaintiff

Robert L. Jackson, Attorney for Husband/Cross-Defendant

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82D-2771 September 13, 1983 127A/17

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* GEORGE FREDERICK SCHWARZ, *Plaintiff, and* BARBARA ANN GRAHAM SCHWARZ, *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* January *in the year one thousand nine hundred and* eighty-four *and in the* two hundred eighth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By V. L. Rowland, *D. C.*

Form #GR-117