1338/1734

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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JACQUELINE CARROLL KOEHLER,
complainant

VS. NO. 83D1328

182-43

FRED JOSEPH KOEHLER,
defendant

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FINAL DECREE

This cause came on to be heard on the 1st day of December, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the complainant Jacqueline Carroll Koehler, personal service of process upon the defendant Fred Joseph Koehler, the defendant having filed an answer admitting the existence of irreconcilable differences, the complainant appearing in open court, statements of counsel and the entire record in this cause, from all of which the Court finds that the parties have irreconcilable differences in their marriage and that the complainant is entitled to an absolute divorce and that sufficient provision by written agreement for the equitable settlement of their property rights has been made by and between the parties in that the Property Settlement and Child Custody Agreement is incorporated into this final decree and that the original complaint filed by the complainant has been on file with the Court for more than ninety (90) days prior to the hearing date.

It is therefore ORDERED, ADJUDGED and DECREED that the complainant Jacqueline Carroll Koehler be and hereby is granted an absolute divorce from the defendant Fred Joseph Koehler and that the bonds of matrimony heretofore subsisting between the parties are perpetually dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED and the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the minor children of the marriage and the equitable settlement of the parties property and that said agreement in incorporated herein as fully and completely as though copied verbatim, to wit:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JACQUELINE CARROLL KOEHLER PLAINTIFF	)	
VS	)	DOCKET NO. 83D-1328
FRED JOSEPH KOEHLER, DEFENDANT	)	BOOK 6221 PAGE 65

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into by and between JACQUELINE CARROLL KOEHLER, hereinafter referred to as the "Wife", and FRED JOSEPH KOEHLER, hereinafter referred to as the "Husband", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS the parties have experienced marital difficulties in the past with the result that divorce proceedings are presently pending in the Fourth Circuit Court for Davidson County, Tennessee under Docket No. 83D-1328; and

WHEREAS, the parties have suffered certain irreconcilable differences in their marriage and are living separate and apart, and it further appears that there is no hope for reconciliation; and

WHEREAS, the parties desire to enter into a Property Settlement Agreement, not out of levity or collusion, but to settle and adjudicate all property matters of the parties, and to tender same to the Court for approval in the event a divorce is granted inthis cause; and

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

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Wife shall proceed with obtaining an absolute divorce from the Husband on the grounds of irreconcilable differences.

2. That the parties own, as tenants by the entirety, a home and 22½ acres of land located at 13895 Old Hickory Boulevard, Antioch, Davidson County, Tennessee, 37013. The parties have agreed that the equitable interest

in said residence is Thirty Thousand ($30,000.00) Dollars and that the Wife's pro rata share of same is Fifteen Thousand ($15,000.00) Dollars. The parties have further agreed that the title to said home and acreage will be awarded to the Husband and the Wife shall be divested of any right, title, or interest in same. However, the Wife shall retain a lien in the sum of Fifteen Thousand ($15,000.00) Dollars against said property and the Husband agrees to repay same indebtedness as follows:

a) On the 15th of the month following the youngest child's attainment of majority, Husband will commence monthly payments in the sum of Five Hundred ($500.00) Dollars as principle.

3. Husband agrees to provide the Wife with one (1) cow per year for as long as he owns a farm and/or until the children attaine the age of majority.

4. That the Husband hereby agrees to pay directly to the Wife the sum of One Hundred Seventy-five ($175.00) Dollars per month per child for a total of Three Hundred Fifty ($350.00) per month as child support for the parties two minor children until each child attains the age of majority or graduates from high school, whichever event occurs last.

5. That the Wife shall be awarded all household furnishings of the parties as her sole and exclusive property and free from any claim of the Husband with the following exceptions:

a) Refrigerator

b) One antique oak desk.

c) One Jenny Lynn bed.

d) One marble top table now in possession of Wife's sister.

e) One marble top table which is currently stored.

f) One oak table.

g) One cedar chest.

h) Husband shall be awarded all tools and garden equipment as his sole and exclusive property and free from any claim of the Wife with the exception of the tools that belong to the minor children, David and Stephen.

6. Husband shall be awarded the Chevrolet half-ton pickup as his sole and exclusive property, free from any claim of Wife and Wife agrees to convey any right, title and interest in said vehicle as soon as practicable after the divorce has been granted. Husband also shall be awarded the 1981 Pontiac T1000 and Wife shall convey any right, title and interest she may have in said vehicle.

7. Wife shall be awarded as her sole and exclusive property free from any claim of the Husband, the 1977 Chrysler LeBaron automobile and Husband

agrees to convey any right, title and interest he may have in said vehicle as soon as practicable.

8. That custody of the parties' two minor children, David Loraine Koehler and Stephen Edward Koehler shall be awarded to the Wife and Husband will have unlimited visitation rights with said minor children.

9. Husband will retain Stephen Edward Koehler as a dependent and Wife will retain David Loraine Koehler as a dependent for income tax purposes.

10. Husband agrees to provide medical insurance for the minor children until each child attains his age of majority. Any medical costs not covered by Husband's and/or Wife's insurance will be paid fifty-fifty (50-50) by Husband and Wife.

11. Husband and Wife shall each be responsible for their respective attorney's fees.

12. The parties agree that as of April 29, 1983, each party will be responsible for paying his or her debts, not otherwise mentioned in this agreement and each party shall hold harmless the other party therefrom.

13. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with the full knowledge on the part of them of the extent and probate value of all the property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her rights, title and interest, marital or otherwise, in and to all the estate, whether real, personal, intangible or mixed, now owned or hereafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

14. This is a full, complete and final settlement adjudicating all the rights of the respective parties hereto.

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

16. The parties acknowledge that they have read this Agreement in its entirety and have signed this instrument free and voluntarily and without duress or coercion.

17. The parties agree that this Agreement, subject to the court's

approval, shall be incorporated in and made a part of any Final Decree of Divorce which may be entered hereafter.

Jacqueline Carroll Koehler
JACQUELINE CARROLL KOEHLER

DATE: 11/17/83

S. E. Stafford Jr.
S. E. STAFFORD, JR.,
Attorney for Wife

Fred Joseph Koehler.
FRED JOSEPH KOEHLER

DATE: November 9 1983

James C. Vance
JAMES C. VANCE,
Attorney for Husband

It is further ORDERED, ADJUDGED and DECREED that the defendant Fred Joseph Koehler shall pay the costs of this cause for which execution may issue if necessary.

Enter this 1st day of December 1983. BOOK 6221 PAGE 69

JUDGE

SUBMITTED FOR ENTRY:

JACKSON, TANNER & REYNOLDS
BY: S.E. STAFFORD, JR.
Attorneys for Complainant
216-3rd Ave N.
37201

mail

cc: Mr. James C. Vance, Atty.
Ms. Jackie Koehler

IDENTIF. REFERENCE

JAN 26 11 14 AM '84

FELIX Z. DAVIDSON COUNTY, TN

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83D-1328 133B/1734

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* True Copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Jacqueline Carroll Koehler *Plaintiff, and* Fred Joseph Koehler *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* 208th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117