IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED

FEB 3 1984

GEORGE L. ROOKER, Clerk

D.C.

JOAN (BURKE) CLUNAN	)	
	)	
Plaintiff	)	
	)	
VS:	)	No. 84D-3375
	)	
RICHARD WILK CLUNAN	)	
	)	
Defendant	)	

Map. 104-14 Par. 139

FINAL DECREE

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This cause came on to be heard before the Honorable James Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee the 30th day of January, 1984 on the original bill, statutory waiver of service of process, testimony of witnesses and the entire record from all of which the Court was of the opinion that the parties had irreconcilable differences and that the Plaintiff, JOAN CLUNAN, was entitled to a divorce on the grounds of Irreconcilable Differences. The court affirmatively found that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the child of the marriage and for the equitable settlement of any and all property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff be granted an absolute divorce from the Defendant on the grounds of Irreconcilable Differences and that she be restored all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into between the parties be approved and that it be incorporated into this Decree as follows:

PROPERTY SETTLEMENT AGREEMENT

This PROPERTY SETTLEMENT AGREEMENT is entered into this _____day of _____, 1983 by and between JOAN (BURKE) CLUNAN, hereinafter called "WIFE" and RICHARD WILK CLUNAN, hereinafter called "HUSBAND", both parties being citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto have encountered irreconcilable marital differences and have seperated; and,

WHEREAS, the Wife has filed a Petition for an uncontested

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Decree of Absolute Divorce in the Circuit Court for Davidson County, Tennessee Docket Number_____: and, BOOK6243PAGE 683

WHEREAS, the parties hereto desire to reach a voluntary disposition between themselves as to their property rights, assets, liabilities and other marital concerns; and,

WHEREAS, the parties hereto agree that the provisions herein will be incorporated into a Final Decree of Absolute Divorce, subject to the approval of the Circuit Court for Davidson County Tennessee,

NOW THEREFORE, in consideration of these premises and the mutual agreements and covenants contained herein, the parties do mutually agree and enter into this Property Settlement Agreemen, which is intended to settle all matters of property and other marital concerns between them:

I.

Husband will have sole right, title and interest in the following property and assets:

(1) Small oak table and brass lamp
(2) Small color T.V.
(3) Chair
(4) Desk
(5) All personal items including tools
(6) 1982 Buick Skyhawk automobile
(7) Checking account at Third National #655-604-18
(8) All C.D.'s money market certificates or savings accounts now in his name.

II.

Wife will have sole right, title and interest in the following property and assets:

(1) Wife will have all the furniture, fixtures and appliances at the parties residence, 500 Plantation Court C-6.
(2) 1982 Toyota
(3) Checking account at Third National Bank #65161742
(4) C. D.'s, money markets certificates and savings account in her name
(5) Wife will have full and sole responsibility for all liability on the purchase money contract on the 1982 Toyota automobile.
(6) It is further agreed that the wife will pay the husband $25,000.00 for his interest in the real estate herein described, and all right, title and interest of the husband in the property described as follows:

Unit No.C-6, together with the carport designated No.C-6-C in River Plantation, Section Two, a Condominium, a Horizontal Property Regime, located on Plantation Court, Nashville, Davidson County, Tennessee as shown on the plat of River Plantation, Section Two Condominium Apartments, recorded in Book 4460, pages 136 and 137, of the Register's Office for Davidson County, Tennessee, and described in a Master Deed recorded in Book 4661, page 334, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners and tenants of River Plantation, Section Two, Condominium Apartments contained in the Master Deed and By-Laws appended thereto, recorded in Book 4661, pate 334, said Register's Office, are incorporated in this deed by reference and made a part hereof the same

as though copied herein. Also incorporated herein are the amended by-laws in Book 4691, page 906, said Register's Office

Being the same property conveyed to Raymond Spencer Iverlett and wife, Alice Faye Iverlett, by deed from Haury and Smith Contractors, Inc of record in Biik 4767, page 987, said Register's Office.

IV.

It is further agreed by and between the parties that no alimony will be paid by either party to the other party. All ordinary and necessary living and maintenance expenses, including, but not limited to, rent, utilities, telephone and insurance, will be separately borne and paid for by each party.

V.

The Wife will have custody of the minor child of the parties, PATRICK HENRY CLUNAN, and the husband will pay to the wife the sum of $25.00 per week as child support.

VI.

Husband and Wife each agree to execute any documents or instruments which may become necessary to affectuate the purpose and intent of this agreement.

VII.

It is agreed by and between the parties that this Property Settlement Agreement represents the entire agreement between them, and that it contains the equitable settlement of all property rights and matters between them.

IN WITNESS WHEREOF, the parties hereunto have executed this Property Settlement Agreement on the date first above written.

S/S JOAN (BURKE) CLUNAN
JOAN (BURKE) CLUNAN, Wife

S/S RICHARD WILK CLUNAN
RICHARD WILK CLUNAN, Husband

SWORN TO AND SUBSCRIBED before me

this the_____day of _____, 1983.

_____
NOTARY PUBLIC

My Commission Expires:_____

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Entered this 31st day of January, 1984.

JUDGE

RUSH

APPROVED FOR ENTRY:

William A. Parsons
STELTEMEIER & WESTBROOK
2002 Richard Jones Road
Nashville, Tennessee 37215

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
MAR 6 1 13 PM '84
IDENTIF. REFERENCE:
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CERTIFICATION

I certify that a true and exact copy of the foregoing instrument has been mailed to the Defendant, this the 31 day of January, 1983.

William A. Parsons

83D-3375 34B/978 02-03-84

STATE OF TENNESSEE

True Copy

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~~ of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Joan Burke Clunan *Plaintiff, and* Richard Wilk Clunan *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* 6th. *day of* March *in the year one thousand nine hundred and* ~~Eighty Four~~ 208th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Fuller, *D. C.*

Form #GR-117