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GEORGE L. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

M. FRANKLIN DOTTS,)
)
)
VS.) NO. 82D-1908
)
)
MARYANN DREESE DOTTS)

BOOK 6252 PAGE 571

FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson, Judge, on Plaintiff's Complaint for Absolute Divorce on the 7th day of October, 1982, on the ground of irreconcilable differences, on the Property Settlement Agreement, and on the testimony and the Plaintiff and statements of counsel, as well as the entire record in this cause, from all of which the Court finds that the allegations of Plaintiff's Complaint are sustained by the proof and that there exists such irreconcilable differences between the parties as would entitle the Plaintiff to an Absolute Divorce. Further, the Court finds that the Property Settlement Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts of the parties and should be approved, and that the ninety (90) day waiting period as required by statute, has elapsed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, M. Franklin Dotts, be and is hereby, awarded an Absolute Divorce from the Defendant and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore executed by the parties and attached hereto, is hereby approved by the Court, and is made a part of this decree by incorporation, and each and every provision of said Agreement is hereby made a specific order and decree of the Court.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be and are hereby taxed against the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTERED THIS 19th day of Oct., 1982.

MURIEL ROBINSON, JUDGE

Approved for Entry:

Jon L. Setzer
Attorney for the Plaintiff,
M. Franklin Dotts

Carol McCoy
Attorney for the Defendant,
Maryann Dreese Dotts

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GEORGE L. ROOKER
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D.C.

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into on the 10th day of June, 1982, in Nashville, Tennessee, by and between Maryann Dreese Dotts, hereinafter referred to as "Wife", and M. Franklin Dotts, hereinafter referred to as "Husband", both presently residing in Nashville, Davidson County, Tennessee.

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W I T N E S S E T H :

WHEREAS, the parties are Husband and Wife, having been married on August 9, 1958, in Pittsburgh, Pennsylvania; and

WHEREAS, one child has been born of the marriage, Ruthann Catherine Dotts, born January 31, 1963, and no longer a minor; and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue in the marriage relationship; and

WHEREAS, it is the decision of the parties to settle amicably their differences with reference to all their property rights and to enter into a contract for the settlement of such rights, not only for the present but also for the future, it being their intention that said Agreement will be effective with reference to all their property presently owned or acquired in the future, and irrespective of whether or not a divorce is finally concluded between the parties; and

WHEREAS, it is the desire of both parties to determine their rights and obligations of support as to each, all dower and homestead rights and all rights of any description existing between the parties which arise out of the marital relationship, and to provide for the care and support of the Wife; and

NOW, THEREFORE, the parties, for and in consideration of the mutual promises contained in this Agreement, and in consideration of the acts to be performed by the parties, agree as follows:

1. REAL PROPERTY: The parties own as tenants by the entirety the real property located at 2514 Blair Boulevard, Nashville, Tennessee.

"Exhibit A"

Husband quitclaims to Wife all right, title and interest which he may have to the real property. Wife shall have the right to reside with the parties' daughter in the home, and Wife shall have sole discretion when and if the home should ever be sold prior to January 1, 1998. Husband shall be given a lien for his equity in the home in the amount of Ten Thousand ($10,000.00) Dollars which shall be paid to him at the time the house is sold. In the event Husband shall die before said lien has been redeemed, any interest held by Husband shall pass directly to his daughter, Ruthann Dotts. For each year that the house is not sold, simple interest at 10% will be computed on the lien and added to the lien on an annual basis, beginning at the time the first mortgage payments are completed. The parties agree that the house will be sold no later than January 1, 1998, and that the lien plus accrued interest will be paid at the time of sale, or, if the Wife so elects, she may decide at any time after the first mortgage is paid to pay the Husband his lien plus accrued interest, in which case the requirement to sell the house by January 1, 1998 will become null and void. In the event the Wife remarries any time prior to the payment of the Husband's lien, the parties agree that the lien plus accured interest shall become payable to the Husband immediately. Husband shall be solely responsible for any outstanding first mortgage against said real estate to preserve his equity and protect his interest and said payments shall in no way be construed as support payments. Further, he shall be responsible for the utilities, with the exception of the telephone, for as long as he is paying the first mortgage on the house. Husband shall be entitled to claim for purposes of his IRS filing any deduction for the interest payments made on said real property.

Husband shall be liable for the maintenance and upkeep of the house, provided, however, that Wife shall be liable for the first One Hundred ($100.00) Dollars of expenses for maintenance and upkeep each year and shall make said payments prior to any demand on Husband for repairs and upkeep. The Husband's responsibility for maintenance and upkeep shall cease at the time first mortgage payments on the house are completed.

2. PERSONAL PROPERTY: Each party has taken possession of those items of personal property which belong exclusively to him or to her and neither makes any claim to the assets or belongings of the other. No further division of personal property is necessary.

3. AUTOMOBILES: Husband shall have sole title to the 1972 Chevrolet Station Wagon and the 1976 Toyota Sedan. Wife shall have sole title to the 1980 Pontiac Phoenix and shall be solely responsible for any outstanding obligation against said automobile and hold harmless Husband for payment of said obligation.

4. BANK ACCOUNTS: The parties have equitably divided all of the assets in their joint checking and savings accounts and neither party makes claim to any asset in the possession of the other. Each party shall be solely responsible for any debts or obligations which they incur after the signing of this Property Settlement Agreement.

5. DEBTS: Wife shall be solely responsible for the outstanding obligation against her 1980 Pontiac Phoenix automobile and further shall be solely responsible for the outstanding balance on the furniture purchased when the Husband left the home. Each party shall be solely responsible for their own individual debts.

6. INVESTMENTS: The parties have joint title to a safety deposit box at First American National Bank, 8th and McGavock. The parties shall divide the contents of this box and neither shall make claim to any of the contents of that box after such division. In the event that Husband desires to maintain that box, Wife agrees to transfer ownership to the daughter, Ruthann.

7. COLLEGE EDUCATION: At the present time, the parties' daughter, Ruthann Catherine Dotts, attends a state supported four-year accredited college. Husband agrees to pay Ruthann's school fees (tuition, room, board, and books) for a period not to exceed four (4) years. Insofar as possible these fees shall be paid from the interest from the money market certificate currently held jointly by Husband and Daughter through First American National Bank. If another educational program seems more appropriate than a four-year college program,

it could be substituted under the arrangements designated above. When necessary the corpus of the Ten Thousand ($10,000.00) Dollar Money Market Certificate may be encroached upon. Upon the completion of the daughter's education or upon the daughter reaching age 24, Husband and Wife shall divide the remaining funds from the Money Market Certificate, and any accrued interest, equally.

8. MEDICAL INSURANCE: Husband shall maintain major medical and health insurance for the benefit of the parties' daughter, Ruthann Catherine Dotts, while she is in school, not to exceed a period of four years, or until she reaches age 23, whichever occurs last.

9. INCOME TAXES: Husband shall be entitled to claim the daughter, Ruthann Catherine Dotts, as his dependent for purposes of filing income tax returns those years that he assists her with her college expenses as set out above.

10. RETIREMENT BENEFITS: It is anticipated that Husband shall be entitled to the benefits of a pension plan carried through his employer upon his retirement or completion of a set number of years of employment. Husband has worked for his present employer for 14 years. Wife makes no claim to any benefits to which she may be entitled under said plan as his wife.

It is not anticipated that Wife shall be entitled to the benefits of any pension plan. Wife has worked for her present employer for 1-1/2 years with no pension. Husband makes no claim to any benefits to which he may be entitled in the event Wife ever receives benefits of any pension plan.

11. ATTORNEY'S FEE: Husband shall be liable for payment of Wife's attorney's fees incurred in this cause. Husband shall be liable for payment of his own attorney's fees and all court costs incurred in any divorce proceedings between the parties.

12. ADDITIONAL INSTRUMENTS: Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and

deliver to the other party any and all further instruments, including endorsements, automobile titles, quitclaim deeds, or other documents, that may be reasonably required to give full force and effect to the provisions of this Agreement.

13. GENERAL TERMS:

A. The parties agree that this Agreement shall in no way prohibit either party from defending in any suit for divorce. It is further agreed that in the event a divorce is granted, this instrument shall be incorporated in the Final Divorce Decree, subject to the approval of the Court.

B. It is agreed by the parties that this Agreement shall be a final settlement of the property rights of the respective parties and is a full discharge of Husband from all other claims arising out of the marital relationship, that each party hereby waives and relinquishes to the other party all rights or claims which he or she may have or hereafter acquire under the law of any jurisdiction to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, rights to take against the will of the other, inheritance, descent or distribution and the right to act as Administrator or Executor of the other's estate. This instrument applies to all property now owned by the parties either jointly or individually or any property which either of them may acquire in the future.

C. This Agreement shall be binding upon and inure to the benefits of the parties and their personal representatives, heirs and assigns. Both parties acknowledge that this Agreement is entered into without undue influence, fraud or misrepresentation; both parties agree that the provisions are fair and equitable and that the legal effect is known to each of the parties. Both parties acknowledge that their counsel participated equally in the preparation of this Agreement and that the parties voluntarily entered into this

Agreement and agree to all terms set forth. The parties understand and agree that this instrument shall in no way be construed as an agreement to obtain a divorce or to prevent one party from obtaining a divorce against the other.

14. EFFECTIVE DATE: This Agreement shall be effective as of its execution.

IN WITNESS WHEREOF, the parties have read this Agreement, know its contents, and have signed and executed this Agreement on the 10th day of June, 1982.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Maryann Dreese Dotts
MARYANN DREESE DOTTS

Sworn to and subscribed before me on this 27 day of May, 1982.

Carol L McCoy
Notary Public

My Commission Expires: 10-20-85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

M. Franklin Dotts
M. FRANKLIN DOTTS

Sworn to and subscribed before me on this 10th day of June, 1982.

Camille K. Batchelor
Notary Public

My Commission Expires: Oct. 15, 1983

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IDENTIF. REFERENCE

MAR 20 9 28 AM '84

FELIX A. ROBERTSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

82D 1908 Minute Book: 127A Book: 725 10-20-82

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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* M. Franklin Dotts *Plaintiff, and* Maryann Dreese Dotts *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* March *in the year one thousand nine hundred and* eighty-four *and in the* _____ *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. McGuire, *D. C.*

Form #GR-117