IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

Map 162-9-A
Par. 56 & 1.33

1335
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FILED
'83 NOV 23 AM 9:07
GEORGE L. ROOKER, CLERK
D.C.

PHILLIP ROY ADAMS
Plaintiff

VS.

SHIRLEY MARIE (WINDSOR) ADAMS,
Defendant

NO. 83D-2677

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FINAL DECREE

This cause came on to be heard on the 17th day of November, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon the complaint for absolute divorce filed by PHILLIP ROY ADAMS, on the 18th day of August, 1983, personal service of process upon the defendant, SHIRLEY MARIE (WINDSOR) ADAMS, having been waived pursuant to T.C.A. 36-801 (II), subsequent agreement by the parties and announcement to the Court that the matter will proceed on the grounds of irreconcilable differences, submission to the Court of a property settlement agreement heretofore entered into by and between the parties and rendered to the Court for approval, testimony of the complaint in an open Court, statement of counsel and the entire record in this cause. From all of which it appears to the Court that there do exist irreconcilable differences between the parties pursuant to T.C.A. 36-801 et. seq., as amended in 1977. The Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever perpetually dissolved, and that complainant, PHILLIP ROY ADAMS, is granted an absolute divorce from the defendant, SHIRLEY MARIE (WINDSOR) ADAMS, that he is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement signed by the parties dated the 1st day of August, 1983, is approved by the Court and each and every provision of the agreement is hereby made the decree of the Court as attached hereto.

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

FILED
1983 AUG 17 PM 1:49
GEORGE L. ACKERMAN, CLERK
M.S. D.C.

BOOK 6254 PAGE 775

PHILLIP ROY ADAMS,
a citizen and resident of
Davidson County, Tennessee
Plaintiff

VS.

SHIRLEY MARIE (WINDSOR) ADAMS,
a citizen and resident of
Davidson County, Tennessee
Defendant

NO. 830-2677

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT is entered into this 1st day of August, 1983, by and between "PHILLIP ROY ADAMS", hereinafter referred to as "HUSBAND", and "SHIRLEY MARIE (WINDSOR) ADAMS", hereinafter referred to as "WIFE", 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 agreed to separate;

WHEREAS, the HUSBAND has filed a petition for an uncontested decree of absolute divorce in the 4th Circuit Court for Davidson County, Tennessee, Docket Number 830-2677;

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

WHEREAS, the parties hereto agree that provisions herein will be incorporated into a final decree of absolute divorce, subject to the approval of the 4 Circuit Court for Davidson County, Tennessee;

NOW, THEREFORE, in consideration of these premises and the mutual agreement and convenant contained herein, the parties do mutually agree and enter into this property settlement agreement, which is intended to settle all matters of property and other marital concerns between them.

1. That the WIFE will receive the real property, located at 5510 Country Drive, Hickory Valley Estates, that being a condominium listed as #56. That HUSBAND agrees to sign a quitclaim deed transferring all his rights, title and interest in said real property to WIFE.

2. That WIFE will receive the 1979 Ford Thunderbird vehicle, and that the HUSBAND is divested of all right, title and interest which he may have, if any, in said automobile, and that the WIFE is vested with all right, title and interest in and to said vehicle. HUSBAND further agrees that he will pay the outstanding debt owed on said 1979 Ford Thunderbird vehicle, which is held with Associate's Finance Company. HUSBAND further agrees to hold WIFE harmless from any liability thereon said debt.

3. That HUSBAND will receive the 1972 Mark IV automobile, and that the WIFE is divested of any right, title and interest which she may have, if any, in said vehicle, and that the HUSBAND is vested with all right, title and interest in and to said vehicle.

4. That each party will be responsible for their own car insurance as to the abovementioned vehicles.

5. That HUSBAND agrees to pay alimony covering a period of two (2) years, said alimony to be paid as follows:

HUSBAND to pay the sum of ONE HUNDRED TWENTY-FIVE ($125.00) DOLLARS on the first of every month for a period of three (3) months, the first payment having been made previous to the signing of this agreement on April 30, 1983. Thereafter the alimony payments are to be paid at the rate of TWO HUNDRED ($200.00) DOLLARS per month for twenty-one (21) months. Said alimony payments are to continue during the pendency of this divorce being granted and will continue until all scheduled payments have been made. There will be a total of twenty-four (24) payments. At the end of two (2) years from the above date (April 30, 1983), and all abovementioned payments having been made, then all alimony payments will cease.

6. That the WIFE will receive all furniture and household goods now in her possession at the condominium abovementioned, and that HUSBAND is divested of any right, title and interest which he may have, if any, in any of the abovementioned property now held by WIFE, and that WIFE is vested with all right, title and interest in and to all abovementioned property that she now has in her possession.

7. HUSBAND agrees to return the extra set of keys to the above-mentioned condominium and also WIFE's 1979 Ford Thunderbird vehicle.

8. That the parties have previously divided all other personal property owned by them prior to the signing of this agreement, and that each party is satisfied with the division of said personal property. That the WIFE is divested of any right, title and interest which she may have, if any, in any of the personal property now held by HUSBAND, and that HUSBAND is vested with all right, title and interest in and to all personal property that he now has in his possession. That the HUSBAND is divested of all right, title and interest which he may have, if any, in and to any personal property now held by the WIFE, and that the WIFE is vested with all right, title and interest in and to said personal property in her possession.

9. That the parties are each held responsible for any other existing debts which said party might have incurred up unto the signing of this agreement, and each party agrees to hold harmless the other party for any debts now existing to the appropriate party. It is agreed that there are no joint debts, other than those previously mentioned, as of the signing of this agreement.

10. That each party is responsible for their own attorney fees. That the HUSBAND is held responsible for any court costs incurred in this proceeding.

11. It is further understood and agreed that this property settlement agreement is intended to be a final settlement of agreement of the property rights of the respective parties hereto and is a full discharge of HUSBAND from all other obligations to support WIFE, and a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which may have or may hereinafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, desent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by HUSBAND and WIFE, or any property that either of them may acquire in the future.

12. It is agreed by and between the parties that this property settlement agreement represents the entire agreement between them, that it provides for the equitable settlement of all property rights between them and it has been entered into voluntarily by each of them with no coercion against either of them by the other party.

IN WITNESS WHEREOF, the parties hereunto have executed this property settlement agreement on the date first above written.

Phillip Roy Adams
PHILLIP ROY ADAMS

Shirley Marie (Windsor) Adams
SHIRLEY MARIE (WINDSOR) ADAMS

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PHILLIP ROY ADAMS, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 22 day of June. 1983.

Andrew B. Abrams
NOTARY PUBLIC

My Commission Expires:

1-22-84

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, SHIRLEY MARIE (WINDSOR) ADAMS, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of Aug, 1983.

James L. Lawley
NOTARY PUBLIC

My Commission Expires:
7-28-84

The costs of this cause are taxed to the complainant, for all of which execution may issue, if necessary.

ENTERED this 22nd day of November, 1983.

JUDGE

APPROVED FOR ENTRY:

Andrew B. Gibson, Jr.
Attorney for Plaintiff
Suite 200, 430 Third Avenue, North
Nashville, Tennessee 37201
(615) 244-1568

CERTIFICATE

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. Terry McNabb, Attorney for the defendant, at his address P. O. Box 765, Madison, Tennessee 37115, this 17 day of November, 1983.

ANDREW B. GIBSON, JR.

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IDENTIF. REFERENCE

MAR 22 12 14 PM '84

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

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Bk. 133B, Page 1322

83D-2677

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* Phillip Roy Adams *Plaintiff, and* Shirley Marie (Windsor) Adams *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* 22nd *day of* March *in the year one thousand nine hundred and* Eighty- Four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dottie Coker, *D. C.*

Form #GR-117