Map 117-4
Par. 160 2c.

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GEORGE L. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOSEPH CUSTIS BOGGS,)
)
Plaintiff,)
)
VS.) NO. 83D-3442
)
MONICA LOUISE BOGGS,)
)
Defendant.)

Prepared by:
Marietta Shipley
206 Realtors Bldg.
Nashville, Tn. 37201

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 24th day of January, 1984, before the Honorable Muriel Robinson, upon the original complaint for absolute divorce, the property settlement signed by the parties, the sworn testimony of the plaintiff and an equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Joseph Custis Boggs, be and hereby is awarded an absolute divorce from the defendant, Monica Louise Boggs, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following property settlement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court.

SETTLEMENT AGREEMENT

This agreement is made between Joseph Custis Boggs and Monica Louise Boggs.

1. INCOME TAX RETURN.. It is agreed that the parties will file a joint income tax claim for the year of 1983, and that each party will receive one-half of the income tax refund or if additional taxes are assessed will split the liability equally.

2. PERSONAL PROPERTY. (a) The following items shall become the property of Mr. Boggs and Ms. Boggs relinquishes all right to and ownership of said property.

A. Office Bookcases

B. Office Chair

C. Office desk

D. Office filing cabinet

CHECK
04/09 18.00
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E. Den couch

F. Den chair

G. Dining room table and 6 chairs

H. Wardrobe

I. Refridgerator

J. Stove

K. Washer

L. Dryer

M. Bedroom air conditioner

N. Lawnmower

(b) The following items shall become the property of Ms. Boggs and Mr. Boggs relinquishes all right to and ownership of said property.

A. Vanity

B. Bedroom endtable

C. Bedroom orinetal rug

D. Bedroom shades

E. Typewriter table

F. Dining room rug

G. Living room rug

H. Den rug

I. Dining room bookcases

J. Dining endtable

K. Side-by-side

L. Living room coffee table

M. Living room end tables

N. Bathroom ensemble

O. Office hanging lamp

P. Bedspread

Q. T.V.

R. Queen cookware

(c) All small household items will be divided by the parties as well as personal clothing and effects.

3. DEBTS. (a) It is agreed that Mr. Boggs will pay and continue to pay the following accounts that were made during the marriage, and shall hold Ms. Boggs harmless on any and all debts secured by these accounts.

A. First American PLC - $1900.00

B. Loan from Boggs Family - $1774.00

C. Loan from Orosz Family - $1698.00

D. Legal Fees - $625.00

E. Dr. Arrowsmith - $50.00

F. Dr. Gorham - $100.00

G. Master Card - $1235.00

H. Sears - $561.00

I. Safeco Insurance (auto) - $394.00

J. First Amercican (1982 Toyota) -

K. Metropolitan Federal Mortgage -

(b) Mr. Boggs agrees to accept full responsibility for the loan which is owed to Mr. and Mrs. Orosz. He will duly execute a promissory note to them providing for monthly payments until the loan is satisfied. (c) It is agreed that the parties shall be responsible for the payment of any other accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

4. BANK ACCOUNTS. The parties shall keep their respective checking accounts and savings accounts.

5. REAL PROPERTY. It is agreed that the house and lot titled in the parties' names as tenants by the entirety shall be vested soely in Mr. Boggs. Said property is located at 2712 Brightwood Avenue and is more specifically described in Exhibit A, attached hereto. Ms. Boggs in consideration for compensation shall quit-claim all right and title she may have in the property to Mr. Boggs.

Mr. Boggs shall be responsible for all future liabiltiies associated with the house including mortgage payments, taxes and maintenance and hold Ms. Boggs harmless therefrom.

Mr. Boggs shall be free to live in the house, rent or sell the house at any time.

6. AMWAY DISTRIBUTORSHIP. The Amway Distributorship which is presently in both parties' names shall be vested solely in the name of Joe Boggs. Monica Boggs will sign an Assignment of

Distributorship to have Amway remove her name from the distributorship, a copy of which is attached hereto.

Both parties agree that the Assignment of Distributorship fully covers all past and future liabiltiies and responsibilities as well as future profits. Both parties agree to make no additional claims on the other party.

7. LUMP SUM SETTLEMENT TO WIFE PAYABLE IN INSTALLMENTS. In full and final settlement and satisfaction of any and all claims and rights of Ms. Boggs for support and maintenance and otherwise, and to provide for an equitable settlement for assets and liabiltiies of the parties as ountlined in other sections of this Property Settlement Agreement, Mr. Boggs shall pay to her the sum of Five Thousand Four Hundred Three Dollars ($5,403.00) as follows:

A. The sum of One Thousand Five Hundred Dollars ($1,500.00) on January 30, 1984.

B. The sum of One Thousand Five Hundred Dollars ($1,500.00) on May 30, 1984.

C. The sum of One Thousand Dollars ($1,000.00) on August 30, 1984.

D. The sum of One Thousand Dollars ($1,000.00) on November 30, 1984.

E. The sum of Four Hundred Three Dollars ($403.00) on December 30, 1984.

8. AUTOMOBILES. The 1982 Corolla which is titled in Mr. Boggs' name shall be vested solely in Mr. Boggs and Mr. Boggs assumes full responsibility for the payment of the indebtedness due on said automobile to First American National Bank and shall hold Ms. Boggs harmless on the same. The 1977 Monte Carlo presently titled in Ms. Boggs' name shall be vested solely in Ms. Boggs.

9. ATTORNEY'S FEES. Mr. Boggs shall be responsible for paying the attorney's fees of Marietta M. Shipley.

10. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Mr. Boggs.

ENTER this 31st day of January, 1984.

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JUDGE

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IDENTIF. REFERENCE

APR 9 9 07 AM '84

FELIX ... WILSON JR. ... CLERK
DAVIDSON COUNTY, TN

LAND in Davidson County, Tennessee, being Lot No. 124 and the southerly 13 feet of Lot No. 125 on the Plan of Belmont Terrace of record in Book 421, page 101, as amended in Book 716, page 2, Register's Office for Davidson County, Tennessee.
SAID Lot No. 124 and the southerly 13 feet of Lot No. 125 front together 57 feet on the easterly margin of Brightwood Avenue and extend back between parallel lines 176.5 feet, more or less to an alley.
BEING the same property conveyed to Henrietta W. Vaupel by deed from the American Trust Company, Trustee, of record in Book 857, page 660, and by deed from Charles A. Howell, Jr., et al, of record in Book 1195, page 174, Register's Office for Davidson County, Tennessee. Henrietta W. Vaupel died testate on May 15, 1965, and her Last Will and Testament was duly probated in Minute Book 188, page 476, Probate Court Clerk's Office for Davidson County, Tennessee, and recorded in Will Book 83, page 421, said Clerk's Office; wherein she devised the above property to Alice Vaupel and Ida Vaupel Feustel. Alice Vaupel died testate on April 30, 1973, and her Last Will and Testament was duly probated under Docket No. 65415, said Clerk's Office, and recorded in Will Book 121, page 787, said Clerk's Office wherein she devised her interest in the above property to Ida Vaupel Feustel. Ida Vaupel Feustel was declared incompetent and a Conservator appointed for her on December 13, 1978, under Docket No. 66568, Probate Court Clerk's Office for Davidson County, Tennessee. John Charles Vaupel, the duly appointed Conservator therein, was granted full power and authority to convey the above property to the Grantees herein on behalf of Ida Vaupel Feustel by Order of the Probate Court entered in Minute Book 257, page 621, said Clerk's Office.

This conveyance is subject to easements, restrictions, setback lines of record and taxes for the current year applicable to said property.

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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* True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Joseph Curtis Boggs *Plaintiff, and* Monica Louise BOggs *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* April *in the year one thousand nine hundred and* Eighty-Four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Barry, *D. C.*

Form #GR-117