Map 130-16
Par 3

135A/193

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1984 FEB 14 AM 10 28
GEORGE L. ROGERS, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CLAIRE TANNER WEINBERGER,
PLAINTIFF

BOOK 6267 PAGE 768

v. No. 83D-3360

CYRIL GEORGE WEINBERGER,
RESPONDENT

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
APR 10 12 56 PM '84
IDENTIF. REFERENCE

11457.4

FINAL DECREE

This cause came on to be heard on the 7th. day of February, 1984, before The Honorable Muriel Robinson, Judge, on petition for absolute divorce. Now, based upon the petition, the absence of a contest or denial, the Property Settlement Agreement heretofore filed, the testimony of the witness/petitioner, the amendment of the Complaint to include a statement that the parties separated in November of 1983, and the entire record in this cause,

The Court finds that the Petitioner, CLAIRE TANNER WEINBERGER, has made out her case for irreconcilable differences. Now, therefore,

IT IS ORDERED, ADJUDGED and DECREED that the Wife, CLAIRE TANNER WEINBERGER, be granted an absolute divorce from the Husband, CYRIL GEORGE WEINBERGER, on the grounds of irreconcilable differences.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement entered into by the parties be and hereby is approved in its entirety and incorporated herein as follows:

PROPERTY SETTLEMENT AGREEMENT

It appearing that CLAIRE TANNER WEINBERGER, hereinafter referred to as "Wife" and CYRIL GEORGE WEINBERGER, hereinafter referred to as "Husband", are presently married and have been residing together in Davidson County, Tennessee, as husband and wife until the present; and it appearing that there are no children born of this marriage; and it appearing that the parties agree that certain irreconcilable differences have arisen between them causing them to mutually desire that their marriage be terminated by a divorce; and it appearing that a divorce petition styled CLAIRE TANNER WEINBERGER v. CYRIL GEORGE WEINBERGER, Docket No. _____, has been filed contemporaneously in the Circuit Court for Davidson County, Tennessee, seeking among other things an absolute divorce, and it appearing that the parties are desirous of settling all matters between them concerning their assets and obligations, now, in consideration of the following, the parties agree as follows:

1. The parties agree that the Wife shall take steps to obtain a divorce on the grounds of irreconcilable differences, subject to the approval of the Court.

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2. The real estate owned by the parties located at 4433 Alcott Drive, Nashville, Tennessee 37215, immediately upon the granting of the divorce, shall vest in the parties as joint tenants with right of survivorship. The Wife shall be entitled to live at the residence until she finds another residence suitable for her. Upon her having found such a suitable residence, the property shall be sold with the Wife receiving seventy percent (70%) of the net proceeds of the sale, or Ninety Thousand Dollars ($90,000.00) whichever is less. It is agreed by the parties that the Husband shall receive the remaining thirty percent (30%) of the net equity proceeds in the house. The parties further agree that the Wife may buy the Husband's interest in the property, as established by an appraisal by a mutually satisfactory appraiser. The parties agree that, until the property is sold, each party shall be responsible for paying one-half (1/2) of the property tax on the real estate and one-half (1/2) of the insurance on the real estate. The parties further agree that any documents necessary to effectuate the transfer of ownership in the property shall be executed by each party at the request of the other party. This land is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 25 on the plan of Hycrest Acres, Section III, of record in Book 2331, page 75, Register's Office for said County.
>
> SAID Lot No. 25 fronts 158.53 feet on the easterly margin of Alcott Drive and extends back 237.0 feet on the northeasterly line and 196.0 feet on the southerly line to a dead line in the rear, measuring 268.0 feet thereon.
>
> BEING the same property conveyed to the Grantors herein by deed from James R. Walker and wife, Gladys N. Walker, which is being placed of record with this instrument.

3. The real estate owned by the parties located at Lake Tansi Village, Cumberland County, Tennessee, immediately, upon the granting of the divorce, shall vest in the parties as joint tenants with right of survivorship. When this property is sold, the net equity proceeds shall be split equally. The Husband agrees to be responsible for payment of the mortgage payments until the property has been sold. The Husband also agrees to be responsible for the property taxes and any insurance that might exist on said property. This property is more fully described as follows:

> Being Lot No. 6, Section No. Mohawk 1, of Lake Tansi Village, Inc., of record in Plat Book 7, page 26, Register's Office for Cumberland County, Tennessee.
>
> This tract or parcel or land is to be used for residential purposes only, and conveyance is made subject to the restrictive covenants of Tansi Resort Subdivision, of record in Deed Book No. 132, page 125, Register's Office, Cumberland County, Tennessee, and subject to all mineral reservations retained by prior owner. Being a part of the lands conveyed by Plateau Properties, Inc., Trustee, to Lake Tansi Village, Inc., and recorded in the Register's Office, Crossville, Cumberland County, Tennessee, in Book 121, page 437.
>
> Being the same property conveyed by Lake Tansi Village, Inc., to Cyril G. Weinberger, et ux, Claire T. Weinberger, of record in Deed Book _____, page _____, of the Register's Office of Cumberland County, Tennesse.

4. The parties agrees that the three (3) money market certificates currently in existence at Metropolitan Federal shall remain in status quo, with the interest from the certificates paying into the Metropolitan Federal account until there is a sufficient amount to purchase a fourth money market certificate in the same amount as the other three. At this point, each party shall be vested with ownership of two of the money market certificates. The money then remaining in the Metropolitan Federal checking/savings account shall be equally divided.

5. The Wife shall be entitled to all right, title and interest in the Chevrolet Caprice automobile. The Husband shall be entitled to all right, title and interest in the Subaru Brat truck. Each party will execute any and all documents necessary to effectuate the transfer of any right, title and interest in the other's property to the other.

6. The Husband agrees to pay the sum of One Hundred Fifty Dollars ($150.00) per month to the Wife as alimony in futuro for so long as he remains employed.

7. The Wife agrees that she has no claim against Husband's military retirement benefits, and agrees to take any steps necessary to release any interest she might be considered to have in said benefits.

8. The parties have divided the furniture, and each party shall be entitled to that portion of the furniture which he or she has been agreed to own. Additionally, each party shall be entitled to all items readily identifiable to that party, such as clothing, cosmetics and the like.

9. With the exception of any items that may have previously been discussed, all items which belonged to each party before their marriage shall remain the property of the party to whom it belonged before marriage.

10. The parties agree to file a joint federal income tax return for the taxable year 1983, and agree that any income tax refund shall be divided equally.

11. Each party agrees to be responsible for his or her own attorney's fees. Costs of this cause will be split between the parties equally.

12. The parties desire that this property settlement agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for ratification and approval.

13. This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between the parties. The parties have fully disclosed all of their assets and liabilities to each other, and there are no representations or warranties made by either party to the other, other than those expressly herein set forth.

14. It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this agreement and their legal effect are fully understood by each party, and each party acknowledges that the agreement is fair and equitable, adequate and sufficient, is being entered into voluntarily, and is in the best interest of both parties.

15. From the date of the execution of this agreement, neither party will incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required voluntarily or involuntarily to pay a debt incurred by the other party, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorney's fees actually incurred, and the interest actually paid not to exceed the maximum rate allowed by law.

16. To the extent they have not previously been mentioned in this document, each party agrees to hold harmless and indemnify the other party on all debts currently existing as to any property which becomes titled in that party; similarly, each party agrees to hold harmless and indemnify the other party on any other individual debt.

17. This agreement is to be construed as a whole, is to be considered an equitable distribution of the joint assets of the parties and a retention of the parties of property owned by them prior to the marriage, and is in no way to be considered as a sale or transfer of property in return for the relinquishment of any marital rights.

DATED this _____ day of _____, 1983.

_____/s/_____
CLAIRE TANNER WEINBERGER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned Notary Public in and for said county and state the within named CLAIRE TANNER WEINBERGER, with whom I am personally acquainted, and acknowledged that she executed the within instrument for the purposes therein contained.

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

_____/s/_____
NOTARY PUBLIC

My commission expires: _____.

_____/s/_____
CYRIL GEORGE WEINBERGER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned Notary Public in and for said County and state the within named CYRIL GEORGE WEINBERGER, with whom I am personally acquainted, and acknowledged that he executed the within instrument for the purposes therein contained.

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

_____/s/_____
NOTARY PUBLIC

My commission expires: _____.

Costs of this cause are assessed against the parties equally in accordance with the settlement agreement.

DATED this 14th day of February, 1984.

JUDGE

APPROVED FOR ENTRY:

JOHN D. KITCH,
ATTORNEY FOR PLAINTIFF
Suite 102
2300 Hillsboro Road
Nashville, Tennessee 37212
385-9911

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document has been sent by postage prepaid mail to Mr. Cyril George Weinberger, Apartment U-9, 380 Harding Place, Nashville, Tennessee 37211, this 9th day of February, 1984.

JOHN D. KITCH

83D-3360 Minute Book: 135A Page; 123 2-14-84

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* Claire Tanner Weinberger *Plaintiff, and* Cyril George Weinberger *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* 26th *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 D.C.