28A/801

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

EMILY KIRBY BROOKS,

Plaintiff

vs.

JOSEPH EDWARD BROOKS,

Defendant

No. 84D-269

Map# 103-12

Par. # 222

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FINAL DECREE

This cause came on to be heard on this 10th day of April, 1984, before the Honorable James Everett, Judge of the Probate Court of Davidson County, Tennessee, upon the original Complaint for absolute divorce, written notarized Property Settlement Agreement and the entire record in this cause.

It appearing to the Court that the defendant has been personally served with the Complaint and based upon the pleadings, evidence, testimony and statements of counsel for the plaintiff, it further appears to the Court that the allegations of the Complaint have been sustained and the plaintiff is entitled to an absolute divorce upon the grounds of irreconcilable differences.

And it further appearing to the Court that the parties have entered into a Property Settlement Agreement, which is appropriate and adequate and said Agreement is expressly incorporated and made a part of this decree as follows:

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IDENTIF. REFERENCE
APR 16 1 01 PM 1984
FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

83 APR 10 AM 8:34

THIS AGREEMENT is entered into by and between EMILY KIRBY BROOKS, hereinafter called "Wife," and JOSEPH EDWARD BROOKS, hereinafter called "Husband," subject to the following premises, terms and conditions:

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W I T N E S S E T H:

WHEREAS, these parties have been married since October 24, 1981; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Probate Court for Davidson County, Tennessee, and the parties have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into a written agreement relative to their respective rights and obligations arising out of the marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested;

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. REAL PROPERTY. All right, title and interest to the parties' residence located at 108 Lauderdale Road, Nashville, Tennessee will vest solely in Wife, and Husband will be divested of all right, title and interest in same. Wife will assume as her sole obligation the indebtedness owing thereon and will hold Husband harmless therefor. Wife shall pay to Husband, for his interest in the residence, the sum of Two Thousand Four Hundred Dollars ($2,400), payable by June 1, 1984. The warranty deed vesting title in Husband and Wife from O. K. Kirby, which is dated December 31, 1981, is not of record. The real estate is more particularly described as follows:

Being Lot No. 18, Block "B" on the Plan of Cherokee Park, Section 2, of record in Book 547, pages 175 and 176, Register's Office for Davidson County, Tennessee.

Said Lot No. 18 fronts 60 feet on the easterly margin of Lauderdale Road and runs back 165.0 feet on the northerly line and 162.03 feet on the southerly line to a dead line in the rear which measures 62 feet thereon.

Being the same property conveyed to O. K. Kirby by warranty deed dated October 5, 1981, from Reba D. Serena, Rebecca Craig, Betty Reising, Fred E. Duffer and Barbara Beasley, of record in Book 5807, page 281, Register's Office for Davidson County, Tennessee.

The above property is conveyed subject to the 1981 Metropolitan Government taxes.

2. AUTOMOBILES. Husband shall receive the 1973 Ford Pinto automobile. Wife shall receive the 1981 Mazda 626 automobile.

3. PERSONAL PROPERTY. Husband shall receive the following personal property: camping equipment, stereo and recording equipment, his books and records, and his clothing. Wife shall receive the following personal property: camera equipment, furniture, her clothing and personal effects.

4. DEBTS. It is agreed that Wife will pay balances existing on the following accounts at the date of the execution of this agreement: Master Card, Coco's, Shell Oil Company, Amoco Oil Company, Cain Sloan and Conrans, holding Husband harmless for same. Husband will pay the remaining debts, all of which are in his name, holding Wife harmless for same.

5. INCOME TAX REFUND. It is agreed that Wife will receive any refund due as a result of the filing of a joint 1983 federal income tax return or a 1983 income tax return in her own name.

6. ALIMONY. Both parties hereby waive and relinquish any right which they may have or assert to receive alimony from each other.

7. ATTORNEYS' FEES. Wife shall pay her own attorney's fee.

8. COURT COSTS. Wife shall pay the court costs of this cause.

9. Except as otherwise provided by this agreement, each party shall be solely and separately responsible for paying any and all debts heretofore contracted or incurred by him or her. The parties acknowledge that they have no joint debts other than those stated in this agreement. Should either party be compelled to pay any debt contracted or incurred by the other party, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability on such indebtedness and to reimburse the other party to the full extent of the amount paid by the other party, including any interest and legal expenses paid by the other party either in defending the claim of the creditor or otherwise.

10. It is understood and agreed between the parties, as part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

11. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

12. It is understood and agreed between the parties that this agreement shall be introduced in said proceedings instituted by Wife and submitted to the Court for ratification and incorporation into the Final Decree of divorce.

13. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and obligations of the respective parties hereto, including a complete release of all Wife's marital rights, including but not

limited to Wife's inchoate marital rights and all the Husband's legal obligations to the Wife, and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this agreement. This agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

14. It is understood and agreed between the parties that, from and after the date of execution of this agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

15. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

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

17. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises

other than those expressly set forth herein.

18. In the event any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such individual provisions shall not affect the other provisions of this agreement, said provisions being severable.

19. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of divorce between the parties.

EMILY KIRBY BROOKS
"Wife"

JOSEPH EDWARD BROOKS (2)
"Husband"

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Linda B. Coe, a Notary Public in and for the aforesaid State and County, EMILY KIRBY BROOKS, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing instrument for the purposes contained therein.

Sworn to and subscribed before me this 23rd day of March, 1984.

Linda B. Coe
NOTARY PUBLIC

My Commission Expires:
July 18, 1987

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Hazel Montgomery a Notary Public in and for the aforesaid State and County, JOSEPH EDWARD BROOKS, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing agreement for the purposes contained therein.

Sworn to andsubscribed before me this 13 day of February, 1984.

Hazel M. Montgomery (2)
NOTARY PUBLIC

My Commission Expires:
5-21-85

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Emily Kirby Brooks, is awarded an absolute divorce from the defendant, Joseph Edward Brooks, upon the grounds that there exist irreconcilable differences between the parties.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement entered into by the parties, and which is contained herein, is fully approved by the Court and is made a part of this decree.

It is further ORDERED that the Wife shall pay the costs of this cause for the collection of which execution may issue, if necessary.

ENTER this 10th day of April, 1984.

JAMES EVERETT, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

BY: Aleta G. Arthur
ALETA G. ARTHUR
Attorney for plaintiff

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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 a* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* EMILY KIRBY BROOKS *Plaintiff, and* JOSEPH EDWARD BROOKS *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* 12 *day of* April *in the year one thousand nine hundred and* eighty-four *and in the* 208 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117