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[illegible] D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY

AT NASHVILLE

CAROL A. SHARER,

Plaintiff,

VS.

RONALD W. SHARER,

Defendant.

No. 83D-3683

BOOK 6291 PAGE 328

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 30th day of January, 1984, before the Honorable Muriel Robinson, Judge of the Third Circuit Court for Davidson County, Tennnessee, upon the original Complaint for Divorce of the Complainant, Carol Sharer, heretofore filed in this cause, service of process having been waived, the testimony of the Complainant and statement of counsel, from all of which it appeared to the Court that the Complainant, Carol Sharer, and defendant Ronald Sharer has encountered such irreconconcilable differences in their marriage that a Final Decree of Divorce should be awarded.

It is therefore ORDERED, ADJUDGED, and DECREED, that the Complainant, Carol Sharer, be and is hereby awarded an absolute divorce from the defendant, and that the bonds of matrimony heretofore subsisting between the parties be, and they are completely and forever dissolved, and that the Complainant is hereby restored to all the rights and privileges of an unmarried person.

If FURTHER appearing to the Court that the Complainant, Carol Sharer and the defendant, have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights by and between the said parties, the said written agreement being set out as follows:

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ROBERT L. HOOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

CAROL A. SHARER)
)
-vs-) NO. 83D-3683
)
RONALD W. SHARER)

BOOK 6291 PAGE 327

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this the 30 day of January, 1984, by and between CAROL A. SHARER, hereinafter referred to as "Wife", and RONALD W. SHARER, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, the parties are experiencing serious marital difficulties and are living separate and apart from each other; and,

WHEREAS, there is presently pending in the Circuit Court of Davidson County, Tennessee, a divorce action styled Sharer v. Sharer under docket number 83D-3683; and,

WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital and property rights between themselves so as to settle fully and finally all rights, interests and claims of every kind and character arising or that may arise out of the marital relation existing between them, being fully aware that said Agreement is made subject to the approval of the Court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. The parties are owners as tenants by the entirety of a homeplace located at 2577 Pennington Bend Road, Nashville

Davidson County, Tennessee; the parties have placed said homeplace on the market for sale at a price agreed to between the parties; upon the sale of said hoemplace, the parties have agreed that the proceeds shall be split between them in such a manner so that Wife shall receive fifty-five (55%) per cent and Husband shall receive forty-five (45%) per cent of the net proceeds from said sale with a guarantee that Wife shall receive no less than Fourteen Thousand Five Hundred and NO/100 ($14,500.00) Dollars as her portion of the net proceeds from the sale of said homeplace at any sale price, exclusive of any realtor's commission which may be due Wife at the time of sale.

Husband and Wife agree to each pay one-half of the monthly mortgage payment on said homeplace until the time of said sale, with Wife having the exclusive right to remain in the homeplace until the time of sale. The parties also agree that any repair or maintenance required on the homeplace shall be split equally between the parties.

2. Husband and Wife have heretofore split the savings of the parties and each agree that neither shall have any right or claim thereto by the other.

3. Wife shall receive as her sole and separate property the 1982 Datsun 280Z and the 1966 Ford Mustang automobiles; Husband agrees to pay any remaining indebtedness on said 1982 Datsun 280Z automobile of Wife from the return of funds due the parties from the filing of the 1983 income tax, as more specifically set out hereinafter. Wife agrees to pay the monthly installments on said automobile until such time as the return has been received by the parties.

4. Husband shall have as his sole and separate property the 1983 Ninety-Eight Oldsmobile automobile; Husband agrees to pay any and all remaining indebtedness thereon and shall hold Wife harmless therefor.

5. The parties agree to file a joint Federal Income Tax Return for the 1983 tax year with any return due the parties being applied first to the indebtedness of the 1982 Datsun automobile of Wife; any remaining proceeds shall be the sole property of Husband.

6. Husband agrees to pay all joint debts and obligations of the parties except as specifically set out herein, and shall hold Wife harmless therefor.

7. The parties agree that the automobile insurance heretofore paid on the automobiles of the parties shall remain in full force and effect until such time as the policy period has lapsed.

8. Husband shall have as his sole and separate property the following items of furniture and furnishings of the parties: the den couch; two lamps presently located in the den of the home-place of the parties; the bedroom suite previously owned by Husband prior to the marriage of the parties; the maple dinette suite; the pine desk and oak chair; the reclining chair in the bedroom of the parties; the Uniden cordless phone; the color television set presently in Husband's possession; the stereo which Husband owned prior to the marriage of the parties; dishes, pots and pans and linens owned by Husband prior to the marriage of the parties; the two-drawer file cabinet and code-a-phone.

9. All remaining furniture and furnishing of the parties shall become the sole and separate property of Wife and Husband shall have no right or claim thereto.

10. Husband agrees to pay the court costs in the divorce proceedings.

11. Any debts or obligations incurred by either of the parties since the date of their separation shall be the sole obligation of the party incurring said debt, except as may be herein set out, and each agrees to hold the other harmless therefor.

12. This Agreement shall take effect immediately upon the signing of the same by the parties.

13. This Agreement shall be governed by the laws of the State of Tennessee.

14. This Agreement contains the entire agreement between the parties and there are no understandings, either expressed or implied not specifically contained herein; that neither party shall have any right against the other growing out of the marital relationship if the same is not specifically provided for in this Agreement.

15. Each party shall at all times and from time to time hereinafter, take any and all steps to execute, acknowledge or deliver to the other party any and all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

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

THIS AGREEMENT executed in duplicate on this the 30 day of January, 1984.

Carol A. Sharer
CAROL A. SHARER, "Wife"

Ronald W. Sharer
RONALD W. SHARER, "Husband"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ronald W. Sharer, with whom I am personally acquainted and executed this document for the purposes contained therein.

Judy Collins
NOTARY PUBLIC

My Commission Expires: 1/20/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Carol Sharer, with whom I am personally acquainted and executed this document for the purposes contained therein.

Elaine Furlough
NOTARY PUBLIC

My Commission Expires: 2-24-86

It is FURTHER ORDERED, ADJUDGED, and DECREED, that the costs of this cause are taxed against the defendant Ronald Sharer.

If is FURTHER ORDERED, ADJUDGED, and DECREED, that execution may issue to enforce any provisions of this Decree.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and therefore, It is ORDERED, ADJUDGED, and DECREED, that the Property Settlement Agreement entered into and heretofore filed with this Court be, and the same is hereby approved, and made a part of this Final Decree of Divorce and copied verbatim herein.

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Entered this the 2nd day of February, 1984.

MURIEL ROBINSON, JUDGE

PREPARED AND APPROVED FOR ENTRY:

MICHAEL NOEL
Attorney for Complainant
Chancery Building
421 Charlotte Avenue
Nashville, Tennessee 37219
(615) 256-5003

CERTIFICATE OF SERVICE

I herby certify that I have mailed a true copy of the foregoing Final Decree of Divorce to Mr. Joe Haynes, Attorney for Defendant, 140 North Main Street, Goodletsville, Tennessee 37072, on this 30th day of January, 1984.

MICHAEL NOEL

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IDENTIF. REFERENCE

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FILED & RECORDED
DAVIDSON COUNTY, TN

Docket No. 83D-3683 Minute Book 134C Page 2130

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 ~~xxxxxxxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Carol A. Sharer *Plaintiff, and* Ronald W. Sharer *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* 14th *day of* May *in the year one thousand nine hundred and* Eighty=Four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Kearney, *D. C.*

Form #GR-117