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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

Map - Parcel 86-10 8

HARRY SHERMAN WEBSTER]

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-vs-] NO. 82D-1488

LINDA JOAN REED WEBSTER]

FINAL DECREE

This cause came on to be heard on the 25th day of October, 1982 before the Honorable Hamilton Gayden, Judge, upon the original complaint for absolute divorce filed by the complainant, personal service of process upon the defendant, default judgment being duly granted, submission to the Court for approval of a property settlement agreement heretofore entered into by and between the parties, testimony of the complainant, statement of counsel and from the entire record in this cause. From all of which it appears that irreconcilable differences exist between the parties pursuant to T.C.A. §36-801, et seq., as amended 1977. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Harry Sherman Webster, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court and 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, which agreement is incorporated herein as follows:

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WHEREAS, there is presently pending in the First Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by HARRY SHERMAN WEBSTER, hereinafter referred to as "Husband" against LINDA JOAN REED WEBSTER, hereinafter referred to as "Wife", under Docket No. 82D-1488, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) PROCEEDINGS: Husband shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(4) HOUSEHOLD FURNITURE: The parties acknowledge with the signing of the Agreement that they have already divided the household furniture and furnishings and appliances in an equitable manner, and that each party will maintain the sole and exclusive ownership of any such personal property in his or her possession at the time of the signing of this Agreement.

(5) REAL PROPERTY: All right, title and interest which the Wife has in and to the home of the parties located at 4940 Pebble Creek Drive, Antioch, Davidson County, Tennessee, shall be divested out of her and the sole and exclusive ownership in said property shall be vested in the Husband, it being his responsibility

to assume the balance of mortgage indebtedness thereon and hold Wife harmless and indemnify her from any responsibility thereon. This includes both the first and second mortgages presently existing.

The parties acknowledge that they are purchasing two duplexes. It is agreed that all right, title and interest which Husband has in and to the duplex located at 4157-4159 Chandler Road, Nashville, Davidson County, Tennessee, shall be divested out of Husband and the sole and exclusive ownership shall be vested in the Wife, it being her responsibility to assume the balance of mortgage indebtedness thereon, and to hold Husband harmless thereon. The other duplex located at 4161-4163 Chandler Road, Nashville, Davidson County, Tennessee, shall become the sole and exclusive property of the Husband, it being his responsibility to hold Wife harmless and indemnify her from any responsibility thereon. Both parties agree to sign any and all deeds and documents or instruments necessary to carry out the transfer and conveyance of the aforementioned properties.

(6) INDEBTEDNESS: Each party will be responsible for payment of his or her own individual indebtedness, and shall hold the other harmless thereon.

(7) MISCELLANEOUS: The parties acknowledge that they have been separated since March of 1982, and have not had marital sexual relations since February of 1982. Wife has indication that she may be expecting a child, but acknowledges that this child is not fathered by Husband; therefore, Husband will not be responsible for the support, maintenance, or medical expenses of said child in the event that same is delivered in the next nine (9) months. Husband, likewise, acknowledges that in the event that Wife does have a child within the next nine (9) months, that it is not and could not be his child; therefore, he will make no claim as father in regard to said child.

(8) ATTORNEY FEES: Each party shall be responsible for payment of his or her own attorney fees.

(9) COURT COSTS: Husband agrees to pay the final Court Costs in this cause.

(10) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this Agreement for her support and maintenance are fair, adequate and satisfactory to her and in the keeping with her accustomed standard of living and her reasonable requirements.

(11) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(12) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(13) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 11 day of Oct, 1982 as to the Wife, and the 12 day of Oct, 1982 as to the Husband.

Linda Joan Ford Webster
WIFE

Harold Webster
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named LINDA JOAN REED WEBSTER, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 11th day of October, 1982.

George H. Cate, Jr.
NOTARY PUBLIC

My C. E. 10/20/85

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named HARRY SHERMAN WEBSTER, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 7 day of Oct, 1982.

NOTARY PUBLIC

My C. E. 1-15-83

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

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JUDGE

APPROVED:

Sol. for Complainant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel.

This the _____ day of _____ 19___.

_____

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IDENTIF. REFERENCE

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REGISTER

DAVIDSON COUNTY, TN

82D-1488 October 25, 1982 154A/713

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* HARRY SHERMAN WEBSTER, *Plaintiff, and* LINDA JOAN REED WEBSTER, *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* 31st *day of* July *in the year one thousand nine hundred and* eighty-four *and in the* two hundred ninth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By V. L. Rowland, *D. C.*

Form #GR-117