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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES MAURICE WACHTEL, JR.)
)
)
VS.) NO. 98797
)
) BOOK 6349 PAGE 706
PAMELA ANN WACHTEL)

FINAL DECREE

This cause came on for hearing on the 11th day of March, 1980, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce heretofore filed on the 20th day of November, 1979, with an attached, notarized property settlement agreement executed by the parties; the testimony of the complainant and the statement of his solicitor. From all of which the court is of the opinion that the complainant has sustained his burden of proof for an absolute divorce based on the statutory grounds of irreconcilable differences; further, that the terms of the property settlement agreement make adequate provision for the well-being of the parties' minor children and are approved; and, complainant shall pay the costs of this cause.

IT IS, THEREFOER, ORDERED, ADJUDGED and DECREED that the complainant, James Maurice Wachtel, Jr., is hereby awarded an absolute divorce based on the statutory grounds of irreconcilable differences and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED the the property settlement agreement entered into by the parties and filed with the court makes adequate privision for the care and maintenance of the minor children, and therefore, the following shall be a part of the decree of this court:

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PROPERTY SETTLEMENT AGREEMENT

1979 NOV 20 PM 12:49
CLERK
D.C.

THIS AGREEMENT is made and entered into at Nashville, Tennessee on this the __ day of _____, 1979, by and between JAMES MAURICE WACHTEL, JR., hereinafter referred to as "Husband" and PAMELA ANN ARCHIE WACHTEL, hereinafter referred to as "Wife".

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WHEREAS, the parties are man and wife, and as a consequence of certain irreconcilable differences that have arisen between the parties, a divorce action is being filed on even date herewith, being James Maurice Wachtel, Jr. v. Pamela Ann (Archie) Wachtel in the Circuit Court of Davidson County, Tennessee seeking an Absolute Divorce on the grounds of irreconcilable differences. The parties desire to make adequate and sufficient provision by written agreement for the custody and maintenance of their three minor children and for the equitable settlement of any property rights between the parties subject to the approval of the Court.

Therefore, for and in consideration of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Husband shall have the care, custody and control of the parties' three minor children being Jennifer Lee, Age 5, date of birth: April 21, 1974, Joanna Marie, Age 4, date of birth: September 22, 1975 and Jessi Pamela, Age 1, date of birth: May 10, 1978. Wife shall have reasonable visitation with said children at such times and places as the parties shall agree.

2. Wife shall not pay husband child support for five (5) calendar years, but in the terms of this agreement is making certain concessions to husband to satisfy any obligation in that regard, especially transferring her claim and ownership in and to a duplex located at 935 Woodmont Blvd., Nashville, Davidson County, Tennessee to husband.

3. Wife shall retain and be vested with full ownership in a 1976 Toyota automobile and husband shall execute any documents necessary to effect the transfer into wife's name only.

4. Husband shall retain and be vested with sole ownership in a 1980 Pontiac Sunbird automobile and be obligated to pay the

purchase lien against the same.

5. Husband shall be entitled to treat the children as personal exemptions on his Internal Revenue Service income tax return and any other such returns and wife waives any such right.

6. Husband shall be responsible for the medical insurance, medical bills, any life insurance made payable to the children and the children's education.

7. Wife is hereby divested of any and all claim, title, right or interest in or to the real property, being a duplex and lot known as 935 Woodmont Blvd., Nashville, Davidson County, Tennessee, 37204 and hereby transfers, sets over and quit claims to James Maurice Wachtel, Jr. said described real property to be his in fee simple. Husband shall be responsible for the mortgage payments, taxes, insurance and maintenance of said property.

8. Husband shall be responsible for the payment of all attorney's fees and court costs in this matter, should this case be disposed of on grounds of irreconcilable differences with the approval of the terms of this property settlement agreement.

9. The parties understand and agree that at the final hearing of this cause Wife may request a change of name and the same shall be included in the Final Decree.

10. Husband shall retain all of the personal property located at 935 Woodmont Blvd. with the exception of (a) one (1) white dresser, one (1) white dressing table, one (1) small cedar chest, one (1) double wood framed bed, one (1) component stereo system consisting of two (2) Magnavox speakers and a Pioneer receiver and turntable, and four (4) dining room chairs, (b) wife's personal effects and clothing and (c) the kitchenware, linens and miscellaneous property in the possession of wife as of November 19, 1979.

Both parties understand that this agreement is subject to the approval of the Court in the event of divorces granted to either party. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court,

the said agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

DATED: November 19, 1979

x James Maurice Wachtel, Jr.
JAMES MAURICE WACHTEL, JR.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me _____, a Notary Public in and for said County and State, the within named James Maurice Wachtel, Jr., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes of therein contained.

Witness my hand and official seal at Nashville, Tennessee, this __ day of _____, 1979.

_____
NOTARY PUBLIC

My Commission Expires:

_____

DATED: November 19, 1979

x Pamela Ann Archie Wachtel
PAMELA ANN ARCHIE WACHTEL

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me _____, a Notary Public in and for said County and State, the within named Pamela Ann Archie Wachtel, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes of therein contained.

Witness my hand and official seal at Nashville, Tennessee, this ___ day of _____, 1979.

_____
NOTARY PUBLIC

My Commission Expires:

_____

IT IS FURTHER ORDERED that the complainant pay the costs of this cause for which execution may issue, if necessary.

DATED: _____

JUDGE

3/17/80

Approved for Entry:

Jude T. Lenahan
Attorney for Complainant

Enter This 17 Day of March, 1980

CERTIFICATE

I hereby certify that a true and final copy of the foregoing has been mailed directly to Pamela Ann Wachtel, postage pre-paid, 201-22nd Avenue North, Nashville, Tennessee, this 12th day of March, 1980.

Jude T. Lenahan

RUSH

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DAVIDSON CO. TENN.

IDENTIF. REFERENCE

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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 *~~direct transcript~~ of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* James Maurice Wachtel Jr. *Plaintiff, and* Pamela Ann Wachtel *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* 84 *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*