1381/453

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DONNA LYNN BREEDLOVE,

Plaintiff

vs.

RICKY EUGENE BREEDLOVE,

Defendant

No. 84D-1125

Map 73-1
Par 221 Jl

FINAL DECREE

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This cause came on to be heard on the 27th day of July, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the plaintiff's complaint for absolute divorce on the basis of irreconcilable differences, testimony of the plaintiff in open court, statements of counsel, and the entire record in this cause, from all of which it appears to the Court, and the Court finds, that the allegations of the complaint as to irreconcilable differences between plaintiff and defendant are sustained by the proof, that there are irreconcilable differences between plaintiff and defendant and that the plaintiff should be granted an absolute divorce from the plaintiff;

It is accordingly ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be and hereby is granted an absolute divorce from the defendant, and the plaintiff is hereby restored to all rights and privileges of an unmarried person, including her maiden name of Dean;

And it appearing to the Court that the parties hereto have reached a property settlement agreement between themselves, which Property Settlement Agreement is in words and figures as follows:

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FILED

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between DONNA LYNN BREEDLOVE, hereinafter called "Wife," and RICKY E. BREEDLOVE, 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 September 13, 1980, and no children have been born of this union; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences will be alleged as a ground will be instituted by Wife in the Circuit Courts 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. The parties presently own as tenants in common a house and lot located at 3916 Ivy Drive in Nashville, Davidson County, Tennessee, more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 74 on the Plan of Moss Rose Heights, Sections Three and Four,

of record in Book 1835, page 103, Register's Office for said County.

SAID Lot No. 74 fronts 80 feet on the easterly side of Ivy Drive and extends back between parallel lines 178.3 feet to a dead line.

BEING the same property conveyed to Clifford Ray Presley and wife, Donna Lynn Presley by deed from Michael L. Smith and wife, Peggy E. Smith, of record in Book 5114, page 52, Register's Office for Davidson County, Tennessee. The said Presley's having since divorced, of record in M.B. 116-C, page 1673, 4th Circuit Court for said County.

This property shall continue to be held by the parties as tenants in common, subject to the further provisions of this section.

a. Husband shall have exclusive use and occupancy of the aforesaid real property for as long as he desires.

b. Husband shall be solely responsible for all mortgage payments now existing or hereinafter incurred. Husband agrees to indemnify and hold Wife harmless for any and all indebtednesses against the aforesaid real property (unless created solely by Wife).

c. Husband shall be solely responsible for insurance and property tax payments on the aforesaid property and agrees to indemnify and hold Wife harmless for same.

d. Upon the sale of the premises, Wife shall receive Three Thousand Dollars ($3,000), representing premarital funds contributed by her to the original purchase of the house. If the net proceeds from the sale of the house are not sufficient to pay this $3,000 reimbursement to Wife, Husband shall pay this sum to Wife from his own assets by the closing date of the sale of the premises.

2. VEHICLES AND BOAT. Husband shall receive the 1979 Chevrolet truck, which is paid for. Wife shall receive the 1984 Mercury Cougar, and she shall pay all indebtedness owing thereon, holding Husband harmless for same. Husband shall receive the Cheetah ski boat and shall pay all indebtedness owing thereon, holding Wife harmless for same.

3. PERSONAL PROPERTY. Wife shall receive the dining room set and the front bedroom suite. The remaining furniture, furnishings and personal effects have been divided by the parties equitably, and the items in the possession of each on the date of the signing of the decree in this case shall be the sole and separate property of the party in possession on that date.

4. DEBTS. It is agreed that Husband and Wife shall each pay four additional monthly payments, of $200 each, to Mr. H. E. Dean, in order to retire the balance presently owing to Mr. Dean for furniture.

5. INCOME TAX RETURN. Wife shall pay $987 to the Internal Revenue Service as her share of the parties' 1983 federal income taxes. Husband shall pay the balance of the taxes owing by the parties for 1983.

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. Husband and Wife shall be jointly and equally responsible for paying the fee owed to Wife's attorney in this action.

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 of the Husband's legal obligations to 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 upon 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 an 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 original will be tendered to the Court as part of the Final Decree of divorce between the parties.

DONNA LYNN BREEDLOVE

RICKY E. BREEDLOVE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Virginia Copen a Notary Public in and for the aforesaid State and County, **DONNA LYNN BREEDLOVE**, with whom I am personally acquainted, and who after being duly sworn, acknowledged that she executed the foregoing agreement for the purposes contained therein.

Sworn to and subscribed before me this 4 day of April, 1984.

Virginia Copen
NOTARY PUBLIC

My Commission Expires:
10-21-84

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Renee Sloan a Notary Public in and for the aforesaid State and County, **RICKY E. BREEDLOVE**, 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 and subscribed before me, this 4th day of April, 1984.

Renee Sloan
NOTARY PUBLIC

My Commission Expires:
Oct. 19, 1986

And it further appearing to the Court that the said Property Settlement Agreement is fair and reasonable and should be in all things and respects approved, and that all division of real and personal property, alimony and attorneys' fees should be as provided in said agreement, it is so accordingly ORDERED, ADJUDGED and DECREED by the Court.

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It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff shall pay the costs of this cause, to enforce the collection of all of which execution may issue if necessary.

ENTERED this 27th day of July, 1984.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

BY: _____
ALETA G. ARTHUR
Attorney for plaintiff

cc: Ricky Eugene Breedlove

I 39886

IDENTIFICATION REFERENCE

JUL 31 3 50 PM '84

DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

Minute Book 138A
page 453

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* and true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Donna Lynn Breedlove *Plaintiff, and* Ricky Eugene Breedlove *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* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Lackey, *D. C.*