IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1983 MAY 13 PM 3:49
GEORGE L. ROOKER, CLERK
D.C.

SANDRA LEE CHANCE,
Plaintiff

V

WILLIAM LEE CHANCE,
Defendant

NO. 82D-3528

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FINAL DECREE

This matter came on to be heard on the 26th day of April, 1983 before the Honorable Phillip Robinson, sitting as special judge for the Fourth Circuit Court. Before the Court was the original complaint for absolute divorce filed by Sandra Lee Chance, an answer and counter-complaint filed by William Lee Chance, subsequent agreement of the parties to try this matter as a non-contested divorce, withdrawal of the counter-complaint filed by William Lee Chance, representation to the court by both counsel of record that a property settlement agreement had been entered into, testimony of the plaintiff, statement of counsel in open court, and the entire record in this cause. From all of which, the court finds that William Lee Chance, upon oral motion, does hereby withdraw his counter-complaint in this cause and the court further finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Sect.36-801, et seq., as amended 1977. It is therefore

ORDERED, ADJUDGED and DECREED by the court that the counter-complaint filed by William Lee Chance for absolute divorce is hereby dismissed. It is further

ORDERED, ADJUDGED and DECREED by the court that the bonds of matrimony heretofore existing between the parties be and the same hereby are forever perpetually dissolved and the plaintiff, Sandra Lee Chance, is granted an absolute divorce from the defendant, William Lee Chance, and she is restored to

all rights and privileges of an unmarried person, including her maiden name. It is further

ORDERED, ADJUDGED and DECREED by the court that the property settlement agreement which is signed and made a part of this final decree is affirmatively approved by the court as is follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee a complaint for absolute divorce filed by Sandra Lee Chance, hereinafter referred to as "Wife", against William Lee Chance, hereinafter referred to as "Husband", under Docket No. 82D-3528, 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 hereby 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. PRIOR AGREEMENTS: This agreement supercedes any and all prior agreements, either oral or written, between the parties respecting property rights of the parties.

4. KNOWLEDGE AND ACQUIESCENCE: The parties agree that each of the parties is fully and completely informed of the financial and personal status of the other, has given full and mature thought to the making of this agreement, and understands that the agreements and obligations hereunder are in full satisfaction of all obligations which each of the parties now have or might hereafter or otherwise have to the other.

5. TAX EXEMPT STATUS: This agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

6. AUTOMOBILES: The 1974 Oldsmobile Cutlass shall be awarded as the exclusive property of the Wife. The 1979 Toronado shall be awarded as the exclusive property of the Husband.

7. HOUSEHOLD FURNISHINGS: The parties hereby agree that Husband shall transfer, remise, and forever quitclaim to Wife any and all interest which he may have in the following items of personalty:

phone in sitting room
microwave oven
ceramic canister set
crock pot
flower arrangement on tilt table in dining room
copper candle holders on tilt table in dining room
orange & brown print early american chair
early american green couch
ceramic blue vase on speaker
early american round magazine holder
princess desk
glass blue vase on desk
copper tea kettle on wood stove
orange & brown print rocker, early american
off white bedspread, guest room
clothes dryer
push mower
step ladder
20" fan
2 flower boxes
Weber grill
patio table
aluminum chaise lounge w/pad
2 aluminum chairs w/pads
4 ceramic plates in living room
blue wastebasket w/owl
full length mirror
bed frame
box spring & mattress in master bedroom

redwood planter
electric skillet
vacuum cleaner

Wife shall notify Husband of a reasonable time at which she desires to secure possession of the above items. Husband shall cooperate with Wife in arranging a mutually convenient time for Wife to secure said possessions.

Wife does hereby transfer, remise, and forever quitclaim to Husband any and all interest which she may have in the following items of personalty:

desk in sitting room
barometer on wall
marble book ends on desk
blue rocker
blue footstool by rocker
table & lamp by rocker
hitchcock chair
humidifier
candle table w/candle holder
white couch
floor lamp
set of 3 wood pictures
metal phone stand
hunting picture
wood kitchen cabinet
Black Angus roaster
food processor
hay wagon picture
chandelier
dining table w/4 chairs
corner cupboard
tilt table
flower picture
2 speakers
lamp on speaker
coffee table
black & white picture
brass umbrella stand
mirror over desk
lamp on desk
blue candle holder on desk
chair w/desk
stereo cabinet
foil picture
equalizer, tape recorder,
am/fm radio, turntable
black recliner w/table by it
plus floor lamp and smoke stand
brown recliner w/table by it
plus lamp on table
mantel
mantel clock
brass candle stick holders
on mantel
iron tea kettle on wood stove
8 McDonald prints (3framed)
floor model T.V. w/lamp on it
video recorder & table
birdseye maple table and lamp
wash stand w/bowl & pitcher
picture in hallway
2 bird pictures
vanity w/chair
table w/white bowl & pitcher
night stand w/lamp
bed w/box spring & mattress
chest of drawers
rose chair w/fan picture
2 rose pictures
cherry bed frame & quilt
trunk
night stand w/lamp & alarm radio
clothes tree
cherry vanity
iron stand by vanity
cherry chest of drawers
clothes washer
metal cabinet
freezer
riding mower
bug light
ice cream freezer
extension ladder
bakers rack
gas grill
2 flower boxes
iron stand on wheels
2 outdoor speakers
2 director chairs
milk can
table w/ashtray can
car ramps
full length mirrors
2 marble ashtrays
chain saw
wheelbarrow
Canon camera
binoculars
roll away bed
brass magazine holder
metal foot stool
leather phone
mother's house picture
electric skillet
vacuum cleaner

8. REAL PROPERTY: Wife does hereby transfer, convey, and quitclaim to Husband any and all interest that she may have in the parties residence located at 4048 Outer Drive, Nashville, Tennessee. Wife further agrees to execute a quitclaim deed or any other legal instrument required to properly convey her interest in the aforesaid property to Husband within thirty (30) days of the approval of this agreement by the court. In lieu of any interest which Wife has in and to said real property, Husband agrees to pay to Wife the sum of Two Thousand Two Hundred Fifty Dollars ($2,250.00) in cash, said sum due and payable within thirty (30) days of the granting of the divorce.

9. DEBTS: Husband agrees to assume as his debts the parties indebtedness to Husband's mother, both mortgages on the residence, the NES loan for insulation and heat pump, the indebtedness of the parties to the Internal Revenue Service, and the indebtedness of the parties to Carter Flooring. Each party shall take full responsibility for the payment of all personal debts incurred by him or her before or after the execution of this agreement, except those specifically listed herein, and each party shall indemnify and hold harmless the other against any such obligations incurred by him or her.

10. BANK ACCOUNTS: Each party shall be awarded the sole and exclusive ownership of their separate bank accounts, free from any claim of the other party.

11. ALIMONY: Wife hereby waives any and all claims, past, present, or future, for alimony.

12. BANKRUPTCY: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under Sec. 17(a) of the Bankruptcy Act, this obligation being part of the final financial support

for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement Agreement.

13. FAIRNESS OF AGREEMENT: Husband and Wife acknowledge that the provisions of this agreement are fair, adequate, and satisfactory.

14. 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.

15. 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.

16. 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.

17. COURT COSTS: Husband and Wife agree that each shall be equally liable for any and all court costs arising out of this matter, for which execution may issue if necessary.

18. ATTORNEY'S FEES: Husband agrees to be responsible for his fees to Charles P. Jackson, III, and Husband agrees to pay to Wife's attorney, James Rutherford, the sum of Three Hundred Dollars ($300.00).

WIFE

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 SANDRA LEE CHANCE, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee this 3rd day of May, 1983.

Gloria D. Hambaugh
NOTARY PUBLIC

My C.E. 4-22-84

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 WILLIAM LEE CHANCE, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee this 27 day of April, 1983.

Carolyn Hamilton
NOTARY PUBLIC

My C.E. April 21, 1985

Enter this 13th day of May, 1983.

JUDGE

APPROVED FOR ENTRY:

James W. Rutherford
James Rutherford
Attorney for Sandra Lee Chance

Charles P. Jackson, III
Attorney for William Lee Chance

I 42454

IDENTIF. REFERENCE

AUG 10 2 51 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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CASE NO. 82D-3528 FOURTH CIRCUIT

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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Sandra Lee Chance *Plaintiff, and* William Lee Chance *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* 9th *day of* August *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Karen Rooker, *D. C.*

Form #GR-117