IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1984 SEP 27 PM 12:05
GEORGE L. ROOKER, CLERK
D.C.

BEVERLY W. SATTERFIELD	)	
	)	
VS.	)	NO. 84D-1844
	)	
DAVID C. SATTERFIELD	)	

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of September, 1984, before the Honorable Rose Palermo, Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff; testimony of the Plaintiff in open court; statement of counsel for Plaintiff; and upon the entire record in this cause, from all of which the Court finds that the parties have suffered Irreconcilable Differences in their marriage.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the Plaintiff, Beverly W. Satterfield, is hereby awarded an Absolute Divorce from the Defendant, David C. Satterfield, on the grounds of Irreconcilable Differences, T.C.A. §36-4-103 and she is hereby restored to all of the rights and privileges of an unmarried person.

The Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights between the parties and for the care and support of the minor children of the parties. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

RECEIVED
OCT 9 10 40 AM 1984
DAVIDSON COUNTY, TN
REGISTER

IDENTIF. REFERENCE

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FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1984 JUN -8 PM 3:04

BEVERLY WAINSCOTT SATTERFIELD) DEPUTY L. ROBERTS, CLERK

VS.) MB NO. 84D-1844

DAVID CLIFF SATTERFIELD)

PROPERTY SETTLEMENT AGREEMENT

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THIS AGREEMENT, entered into this 7th day of June, 1984, by and between Beverly Wainscott Satterfield, hereinafter referred to as "Plaintiff", and David Cliff Satterfield, hereinafter to as "Defendant", is made by these parties for the purpose of resolving certain matters relating to their separation. The parties are married to each other and the Plaintiff has filed a Complaint for an Absolute Divorce against the Defendant. Each party has made a full disclosure to the other of all properties and assets owned by them and of all the income derived therefrom and from all other sources, and of all of the debts and liabilities owing by either of the parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

CHILD CUSTODY AND VISITATION

The parties hereby agree that the Plaintiff is to have care, custody and control of the parties minor children, Angeline Frances Satterfield, Elizabeth Grace Satterfield and Amanda Katherine Satterfield.

The Defendant shall have rights of visitation with said children every other weekend from Friday afternoon at 5:00 p.m. until Sunday afternoon at 5:00 p.m., beginning with the first weekend from the execution of this Agreement. The Defendant shall also have visitation rights with the children at any other time as may be mutually agreed upon by the parties provided there is notice given at least 24 hours in advance.

CHILD SUPPORT AND SCHOOL TUITION

The Defendant agrees to pay the sum of $1,700.00 per

month for a period of two (2) months beginning from the execution of this Agreement for the support and maintenance of the parties minor children. On the third month from the execution of this Agreement child support payments shall drop back to the rate of $900.00 per month. Each year following from the date of this Agreement, child support payments shall increase at the rate of $120.00 per year per child payable over a 12 month period until a maximum of $1,000.00 per month child support is attained. All child support payments are to be paid directly to the Plaintiff.

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In addition to all child support payments previously set forth, the Defendant agrees to pay for tuition in a private school for each child at the minimum rate of $1,000.00 a year per child and up to one-half (½) of the tuition for any amounts over $1,000.00 per child per year. Tuition payments shall be made until each child graduates from high school.

The parties agree that the Defendant is to claim two (2) of the children as dependents for income tax purposes and the Plaintiff is to claim one (1) child as a dependent.

INSURANCE

Defendant agrees to maintain health insurance on each of the parties children. The parties further agree to maintain their term life insurance policies currently in effect, with each name as the beneficiary on the other's policy for the benefit of the children.

REAL PROPERTY

The parties hereby agree that the Plaintiff shall have all right, title and interest in their home located at 232 Cedar Creek Drive, Nashville, Tennessee, and Defendant shall execute any documents necessary to convey title to said property exclusively to the Plaintiff. Plaintiff agrees to accept complete responsibility for the first mortgage on this property held by Third National Bank and shall hold the Defendant harmless for any liability thereon.

The parties acknowledge that there is a second mortgage to the Cheatham State Bank on the real property described above.

The Defendant hereby agrees to accept sole responsibility on the second mortgage and shall hold the Plaintiff harmless for any liability thereon.

MOTOR VEHICLES

The parties acknowledge that they own a 1981 Pontiac station wagon that is encumbered by a lien and a 1976 Ford van that is owned free and clear of liens. 845

The parties hereby agree that the Plaintiff is to have all right, title, and interest in the 1981 Pontiac station wagon, and the Defendant shall execute any documents necessary to convey complete title and ownership to her. Plaintiff agrees to accept complete responsibility to General Motors Acceptance Corp. for the note owed on this vehicle and shall hold the Defendant harmless for any liability for this note.

The parties agree that the Defendant is to have all right, title and interest in the 1976 Ford van and the Plaintiff shall execute any documents necessary to convey complete title and ownership to him.

DEBTS

All other joint debts not previously disposed of in this Agreement shall be divided as follows:

The Defendant shall pay the parties debts owed on their Visa credit card, Baptist Hospital and to the Husky Lumber Company and shall hold the Plaintiff harmless for any liability thereon.

The Plaintiff shall pay the parties debt owed to First American Bank of Nashville in the amount of approximately $2,500.00, the Castner Knott account, the Cain Sloan account, Speigle account, personal loans from her mother and stepfather and the dental bill owed to Mike Cisneros. The Plaintiff shall hold the Defendant harmless for any liability on the debts she agrees to pay as set forth above.

HOUSEHOLD FURNISHINGS AND PERSONAL PROPERTY

The parties have made a division of their household furnishings and each is to have all right, title and interest of the items presently within their control.

Each party is to have all right, title and interest in his or her own personal property and the Plaintiff is to specifically have possession of all belongings inherited from her father.

ATTORNEY FEES AND COURT COSTS

The parties hereby agree to accept sole responsibility for his or her own attorney fees and the Plaintiff agrees to pay any court costs that may be incurred in this proceeding.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, whether written or oral, and neither have any further rights or obligations except as herein set forth.

This Agreement is not intended, and does not have any bearing on either party's right to a divorce, and it is not to be construed as an agreement for either party to obtain a divorce, the parties recognizing that the prerogative of granting a divorce rests in the sound discretion of the Court. In the event a divorce is granted, this Agreement or the substance of this Agreement, shall be effective and incorporated in the Divorce Decree or made a part of said Decree.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date shown below their signature.

Beverly W Satterfield
BEVERLY WAINSCOTT SATTERFIELD
DATE: 6/6/84

David C Satterfield
DAVID CLIFF SATTERFIELD
DATE: 6/7/84

O A T H

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Beverly Wainscott Satterfield, after being first duly sworn according to law, makes oath that she has read the foregoing Property Settlement Agreement and that the statements contained therein are true and correct to the best of her knowledge, information and belief.

BK6393PG 847

Witness my hand this the 6th day of June, 1984.

Beverly W Satterfield
BEVERLY WAINSCOTT SATTERFIELD

Sworn to and subscribed before me
this the 6th day of June, 1984.

Anna P. Yardley
NOTARY PUBLIC

My Commission Expires: 10/19/86

O A T H

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

David Cliff Satterfield, after being first duly sworn according to law, makes oath that he has read the foregoing Property Settlement Agreement and that the statements contained therein are true and correct to the best of his knowledge, information and belief.

Witness my hand this the 7th day of June, 1984.

David C Satterfield
DAVID CLIFF SATTERFIELD

Sworn to and subscribed before me
this the 7th day of June, 1984.

Anna P. Yardley
NOTARY PUBLIC

My Commission Expires: 10/19/86

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made a judgment of the Court.

The final costs of this cause will be paid by the Plaintiff, for which execution may issue, if necessary.

ENTERED this 27 day of September, 1984.

Rose Palermo
ROSE PALERMO, SPECIAL JUDGE

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APPROVED FOR ENTRY:

L. G. Burnett Jr.
L. G. BURNETT, JR.
Attorney for Plaintiff
421 Charlotte Avenue
Nashville, Tennessee 37219
(615) 254-0554

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been sent to Mr. David C. Satterfield, Defendant, 1929 Pinehurst Drive, Nashville, Tennessee, 37216 on this 27th day of September, 1984.

L. G. Burnett Jr.
L. G. BURNETT, JR.

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 27th. *day of* September, *19* 84, *in Case Number* 84D-1844 *between* Beverly W. Satterfield *Plaintiff, and* David C. Satterfield *Defendant, as same remains of record in Book* 139B, *Page* 1290 *of the Minutes of 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* October *in the year one thousand nine hundred and* Eighty-Four *and in the* 209th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117