1567/907

IN THE FOURTH CIRCUIT COURT
OF DAVIDSON COUNTY, TENNESSEE

Map 15
Par 148 Ja

JERRY DAVID WOMACK)
)
VS.) NO. 84D-1267
)
MARY IRENE WOMACK)

FINAL DECREE

BOOK 6403 PAGE 993

This cause came on to be heard this 28th day of August, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon original complaint for absolute divorce filed by Husband and after testimony of Husband, the Court was of the opinion that the grounds had been fully sustained, that is that the parties have irreconcilable differences. Further, the Court affirmatively finds that the Agreement entered into by and between the parties makes adequate and sufficient provisions for the custody and maintenance of their minor children and for an equitable settlement of the property rights of the parties.

It is, therefore, ORDERED by the Court that Husband be and he is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person. It is further

ORDERED by the Court that the Agreement entered into by and between the parties is made a part of this Final Decree and is affirmatively found to make adequate and sufficient provisions for the custody and maintenance of the parties' minor children and for an equitable settlement of the property rights of the parties.

The Agreement reads in words and figures as follows:

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OCT 16 8 52 AM '84

FILED
1984 MAY 30 AM 8:45
GEORGE L. ROSNER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT
OF DAVIDSON COUNTY, TENNESSEE

JERRY DAVID WOMACK,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	NO. 84D-1267
	)	
MARY IRENE WOMACK,	)	
	)	
Defendant.	)	

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AGREEMENT

In this cause it appears to the Court that Husband Jerry David Womack has filed suit for absolute divorce on the grounds of irreconcilable differences and that the parties desire to settle their custody and property rights all subject to the approval and sanction of the Court and should the Court see fit to grant Husband an absolute divorce in this cause, the parties have agreed as follows:

1. Husband will pay to Wife a minimum of $300.00 per month for a period of eight years for her interest in the parties' real property with the right to accelerate the payments at any time.

2. Husband will have all right, title and interest to the real property owned by the parties and the parties agree that a description will be set forth in the Final Decree vesting the property in Husband.

3. Wife will have the 1981 Ford Mustang and pay all debts, loans and expenses thereon.

4. Wife will receive all of the professional photography equipment as her sole and separate property.

5. The parties will divide their household furniture, furnishings and fixtures.

6. The parties will have joint custody of the parties' minor children. The children's principal place of residence will be with Husband and Wife shall have visitation privileges at reasonable times and places.

7. Husband will have as his sole and separate property the 1978 Ford Van and will pay all expenses, debts and loans thereon.

8. The parties agree that the series EE bonds will be used for the children's education.

9. Husband will pay any balance due on the court costs.

10. Wife will receive the parties' tax refund for the year 1983.

11. If Wife remarries while the children are in college or before they reach college, she will pay $100.00 toward the support and college education of the children per month, or a total of $50.00 each per month. In the event she does not remarry, then Husband will pay all expenses for the children's education. BOOK 640 PAGE 935

12. The parties agree that this Agreement makes adequate and sufficient provision for the support of the minor children and an equitable distribution of the property rights of the parties.

13. Each party will sign any memorandum, paper, writing, deed, title or written instrument in order to carry out the terms of this Agreement.

14. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of Husband and Wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife and any property that either of them may acquire in the future. The Wife and Husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

15. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and

executed this Agreement on the 22 day of May, 1984, as to the Wife and on the 22 day of May, 1984, as to the Husband.

Mary Irene Womack
MARY IRENE WOMACK

Jerry D. Womack
JERRY DAVID WOMACK

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON).

Personally appeared before me, a notary public in and for said county and state, the within named Mary Irene Womack, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 22 day of May, 1984.

Martha S. Hatton
Notary Public

My Commission Expires:

My Commission Expires July 21, 1985

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a notary public in and for said county and state, the within named Jerry David Womack, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 22 day of May, 1984.

Martha S. Hatton
Notary Public

My Commission Expires:

My Commission Expires July 21, 1985

The property now vested in husband to be his absolutely is described in words and figures as follows:

Land in the 14th Civil District of Davidson County, Tennessee, described according to a copy of a survey by Richard B. Omohundro, Engineer, dated May 4, 1968, as follows: BOOK 6403 PAGE 867

Beginning at a point in the center of proposed Hickorynut Ridge Road, said point being the northwest corner of the Jerry Womack Property; thence with the Womack's southwesterly line, South 24°31' East 1165 feet, more or less to an iron pin in Duke's northerly line; thence with Duke's said line, North 85° West 329 feet, more or less, to an iron pin set in Fullerton's northeasterly line; thence with Fullerton's said line, North 24°31' West 913.5 feet to an iron pin set in the center of proposed Hickorynut Ridge Road; thence with the center of said road, North 47°39' East 300 feet to the point of beginning, containing 6.78 acres, more or less.

Being the same property conveyed to Jerry David Womack and wife, Mary Irene Womack, from G.K. Cooper, unmarried, as of record in Book 4617, page 582, Register's Office for Davidson County, Tennessee.

Beginning at an iron pin set in the westerly line of the John Hampton property, which said point is 236 feet, more or less, southeasterly from the southerly margin of Strawberry Plains Road, thence along Hampton's line South 24° 31' East 999 feet, more or less, to an iron pin; thence South 2° 30' East 670 feet, more or less, to an iron pin in Duke's northerly line; thence along Duke's northerly line; thence along Duke's line North 85° West 228 feet, more or less, to an iron pin; thence North 24°31' West 1165 feet, more or less, to an iron pin in the center of Proposed Hickorynut Ridge Road; thence with the center of said Road North 47°39' West 90 feet to an iron pin; thence continuing with the center of said Road, North 43° 24' East 256.4 feet to an iron pin; thence continuing in said Road North 15° 46' East 270.9 feet to a point in the easterly margin of said Road, said point being also the point of beginning, and containing 13.44 acres, more or less.

Being the same property conveyed to Jerry David Womack from G. Howard Wilkenson as of record and book 4371, page 559, Register's Office for Davidson County, Tennessee.

ENTER this 28th day of August, 1984.

Marcel Rohman
JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to MARY IRENE WOMACK, she having no attorney of record, 7767 Strawberry Hill Road, Goodlettsville, Tennessee, 37072 this 28 day of August, 1984.

JACK A. BUTLER

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* [illegible] *day of* August, *19* 84, *in Case Number* [illegible]-1207 *between* Jerry David Womack *Plaintiff, and* Mary Irene Womack *Defendant, as same remains of record in Book* 1380, *Page* 2073 *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* 19th *day of* September *in the year one thousand nine hundred and* Eighty-Four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Searcy *D.C.*

Form #GR-117