139A/146

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

SUSAN LYNN BELL WISE, Wife	)	
V.	)	NO. 84D-2092
MICHAEL S. WISE, Husband	)	

103-12
9

FINAL DECREE

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This cause came on to be heard on September 6, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee. It appears to the Court that the parties desire the case to proceed on the ground of irreconcilable differences. The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of their respective property rights. Based on the pleadings and on the entire record in this cause, it appears to the Court that Wife is entitled to an absolute divorce on the ground of irreconcilable differences.

It is therefore ORDERED as follows:

(1) That Wife, Susan Lynn Bell Wise, be granted an absolute divorce from Husband, Michael S. Wise, on the ground of irreconcilable differences, and that the parties be restored to all the rights and privileges of unmarried persons.

(2) That the property settlement agreement heretofore entered into by the parties (the terms of which are more fully set out in the following pages) be approved and made the order of this Court.

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FILED

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PROPERTY SETTLEMENT AGREEMENT

D.C.

WHEREAS, Susan Lynn Bell ~~Wise~~ ("Wife") has filed an action for absolute divorce against Michael S. Wise ("Husband") in the Circuit Court of Davidson County, Tennessee, entitled Susan Lynn Bell Wise v. Michael S. Wise, Docket No. 84D-2092 and

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WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Property Settlement Agreement and tender same to the Court for approval should a divorce be granted in this cause; and

WHEREAS, both parties are aware of their possessions and obligations to one another and their legal rights;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. REAL PROPERTY.

a. Description. The parties own a residence located at 241 Cherokee Road, Nashville, Davidson County, Tennessee, which is more particularly described as follows:

> Being Lot No. 34 of Block L, on the Plan of Cherokee Park, Third Section, as of record in Book 843, pages 2 & 3, Register's Office for said County, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Michael S. Wise and wife, Susan B. Wise, by deed from Alfred Tate Rogers and wife, Martha S. Rogers, of record in Book 5735, Page 899, said Register's Office.

b. Property Vested in Husband. The parties agree that Wife shall be divested of her interest in the aforesaid property, and that the ownership thereof shall be vested solely in Husband.

c. Compensation to Wife. In consideration of Wife's relinquishment of her interest in the parties' residence,

Husband agrees to pay her the sum of $10,000.00 as follows:

(1) Husband will pay Wife $5,000.00 within 30 days of the entry of the final decree in this cause.

(2) During the month of June in each of the years 1985 through 1989, Husband will pay Wife the sum of $1,000.00, plus interest on each such payment at the prevailing prime rate at Third National Bank as of June 1 of each such year. Husband's failure to pay any yearly installment in a timely fashion shall entitle Wife to declare the entire unpaid amount due and owing.

d. Note and Lien in Favor of Wife. BOOK 6413 PAGE 256 agrees to execute a promissory note to Wife for $10,000.00. To secure payment of said amount, the parties agree that Wife shall have a lien for $10,000.00 against the Cherokee Road property described herein.

e. Sale of Property. Should Husband decide to sell the Cherokee Road property, Wife shall have the option to require a lump-sum payment of any outstanding balance owed on the amount secured by her lien against said property, or, in the alternative, to continue to receive yearly installment payments as provided herein.

2. PERSONAL PROPERTY.

a. Automobiles. Wife shall receive her 1979 Datsun 280Z automobile.

b. Boat. Husband will receive the 19-1/2 foot Baja boat.

c. Other Personalty. Wife will receive the china and crystal, washer and dryer, and the refrigerator (provided that Husband may use the refrigerator until Wife requires it for her own use). Husband will receive the stereo equipment, the color television, and the VCR. The parties agree to divide their furniture in an equitable manner. Each party shall receive his own clothing and personal effects.

3. LIABILITIES. Husband agrees to be solely responsible for any indebtedness presently owed on the Cherokee Road residence and for any future liabilities thereon. Each party agrees to pay one-half of the debt incurred on behalf of the parties' corporation, Video Wizards, Inc., but Wife will be entitled to claim any tax advantage arising from the operation of said corporation. Wife agrees to pay the debt owed to Dr. Ray Jerkins and any present or future indebtedness incurred by or on behalf of the corporation known as Silent Partners, Inc. Otherwise, each party will be responsible for his own debts, and each agrees to hold the other harmless from any future individual debt or liability.

4. CORPORATE STOCK. Each party presently owns 50% of the stock in a corporation known as Silent Partners, Inc. (formerly Video Wizards, Inc.). Husband agrees to assign all of his stock in said corporation to Wife, making her the sole stockholder therein.

5. ATTORNEY'S FEES AND COSTS. Each party agrees to pay one-half of the attorney's fees and costs incurred in this cause.

6. TAXES FOR 1983. The parties agree that any income tax refund for the year 1983 shall be divided equally between them. The parties further agree that Wife will receive any tax benefit for payment of 1983 property taxes.

7. RESTORATION OF MAIDEN NAME, Wife desires to be restored to her maiden name, Susan Lynn Bell, and the parties agree that such restoration is appropriate.

8. FULL SETTLEMENT OF PROPERTY RIGHTS. This Agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other

from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to do all things necessary to carry out the full intent and purpose of this Agreement. The parties agree that this Agreement, if approved by the Court, may be filed in this cause and fully incorporated in any final decree entered therein. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other, and the same is entered into voluntarily by the parties.

IN WITNESS WHEREOF, the parties set their signatures below.

SUSAN LYNN BELL WISE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 25th day of June, 1984.

NOTARY PUBLIC

My commission expires: 1-19-88

MICHAEL S. WISE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 25th day of June, 1984.

NOTARY PUBLIC

My commission expires: 1-19-88

It is further ORDERED that Wife be restored to her maiden name, Susan Lynn Bell, as provided in the foregoing property settlement agreement.

It is further ORDERED that the costs of this cause be divided equally between the parties.

This 6th day of September, 1984. BOOK 6418 PAGE 259

JUDGE

APPROVED FOR ENTRY:

JOHN M. L. BROWN
Attorney for Wife
932 Stahlman Building
Nashville, Tennessee 37201
615/242-3348

Mail

FELIX E. DILLARD II REGISTER
DAVIDSON COUNTY, TN
Nov 2 1 09 PM '84

IDENTIF. REFERENCE:

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CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree has been forwarded by U.S. Mail to Mr. Michael S. Wise, 241 Cherokee Road, Nashville, Tennessee, 37205, on this the 6th day of September, 1984.

JOHN M. L. BROWN

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* Sixth *day of* September, *19* 84, *in Case Number* 84D-2092 *between* Susan Lynn Bell Wise *Plaintiff, and* Michael S. Wise *Defendant, as same remains of record in Book* 139A, *Page* 146 *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* 2nd *day of* November *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By, Becky Allen *D.C.*

Form #GR-117