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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TONIA DENISE MOSS WHITNEY)
)
VS.) NO. 84D-720
)
ROBERT E. WHITNEY)

52-1
183

FINAL DECREE

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This cause came on to be heard this 10th day of May, 1984, before the Honorable Muriel Robinson, Judge, on the original Complaint, personal service of process, Motion and Order of Default Judgment having been entered as to the Defendant, and testimony of the Plaintiff and her witnesses heard in open Court. Based upon this and the entire record in this cause, the Court finds that the facts of the Complaint are true in that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders further cohabitation unsafe and improper. The Court further finds that a divorce should be granted and the Property Settlement Agreement approved by the Court.

Therefore it is ORDERED, ADJUDGED AND DECREED that the Plaintiff, Tonia Denise Moss Whitney, be and hereby is granted an Absolute Divorce from the Defendant, Robert E. Whitney, and that they both be restored to all the rights and privileges of unmarried persons.

It further appearing to the Court that the parties have entered into an Agreement settling their respective property rights, which Agreement is in words and figures as follows:

IDENTIF. REFERENCE
I 6 2 5 4 9
NOV 8 3 23 PM '84
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

11/08 21.33 0535

3225

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court of Davidson County, Tennessee, a Petition for Absolute Divorce filed by TONIA DENISE MOSS WHITNEY, hereinafter referred to as "Wife" against ROBERT E. WHITNEY, hereinafter referred to as "Husband", under Docket Number 84D-720, 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

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties to agree as follows:

1. CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

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

3. TRIAL: The Wife shall proceed to trial to obtain an Absolute Divorce.

4. NAME CORRECTION: The parties agree that the correct of the Husband is Robert Eugene Whitney.

5. CUSTODY: There is one child born to this marriage, Christina Michelle Whitney, age two. The custody of the minor child shall be vested in the Wife with reasonable visitation privileges to the Husband.

6. CHILD SUPPORT: The Husband shall pay directly to the Wife the sum of One Hundred Dollars ($100.00) each and every week as child support.

7. MEDICAL INSURANCE: The Husband shall keep in full force and effect medical insurance on the minor child.

8. LIFE INSURANCE: The Husband agrees to keep in full force and effect a life insurance policy on his life with the minor child named as beneficiary. Said policy shall be for an amount not less than ~~Thirty Thousand Dollars ($30,000.00).~~ Twenty Thousand Dollars ($20,000.00) This obligation on the part of the Husband shall remain in effect until the minor child reaches the age of eighteen (18). BOOK 6422 PAGE 725

9. RESIDENCE: The Wife shall receive all of the Husband's right, title, and interest in and to the real property of the parties located at 233 Robinwood Avenue in Madison, Davidson County, Tennessee, and she shall be solely responsible for all indebtedness owed thereon.

10. PERSONAL PROPERTY: The Wife shall receive the furniture and furnishings in the homeplace mentioned above. The Husband shall receive the 1983 Oldsmobile and he shall be solely responsible for all indebtedness owed thereon and shall hold the Wife harmless thereon.

11. DEBTS: The Husband shall pay and be solely responsible for the following bills: Sears, Zales, Blazer, Heights Finance. The Wife shall pay and be solely responsible for the bills to Castner Knott, Harveys, and General Finance Company.

12. WAIVER: The Wife hereby waives any and all further claims for alimony, past, present, or future.

13. ATTORNEY's FEES: The Husband shall be responsible for the payment of the Attorney's Fees to the Wife's attorney in the amount of Three Hundred Fifty Dollars ($350.00).

14. COURT COSTS: The Husband shall be responsible for the payment of the Court costs.

15. VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect are understood by the parties 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 of undue influence.

16. 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.

17. ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deed, 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.

WITNESS OUR HANDS, this 22nd day of March, 1984, as to the Wife and the 22nd day of March, 1984, as to the Husband.

Tonia D. Whitney
WIFE

Robert E. Whitney
HUSBAND

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 TONIA DENISE MOSS WHITNEY, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official Seal at Nashville, Tennessee, this 22nd day of March, 1984.

L. Q. DeMarco
NOTARY PUBLIC

My commission expires: 7-21-84

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 ROBERT E. WHITNEY, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official Seal at Nashville, Tennessee, this 22nd day of March, 1984.

L.R. DeMarco
NOTARY PUBLIC

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My commission expires: 7-21-84

It is therefore ORDERED, ADJUDGED AND DECREED that the foregoing Agreement of the parties makes adequate and sufficient provision for the custody and maintenance of the minor child of the parties and that it makes an equitable settlement of the property rights of the parties, and is therefore in all things hereby confirmed and approved by the Court and is adopted as a part of this Final Decree.

It is therefore ORDERED that all of the Defendant's right, title and interest in and to the real property of the parties located at 233 Robinwood Drive in Madison, Davidson County, Tennessee, be and hereby is divested out of the Defendant, Robert E. Whitney, and is vested in the Plaintiff, Tonia Denise Whitney, in fee simple absolute and she shall be responsible for all indebtedness owed thereon. Said real property is more particularly described as follows:

> BEING Lot #27 of Block "G" on the Map of Power and Roth's Revised Plan of Madison Park Subdivision, as of record in Book 843, page 7, Register's Office for Davidson County, Tennessee.
>
> SAID Lot #27 fronts 75 feet on the northerly side of Robinwood Avenue and runs back between parallel lines 200 feet to a dead line in the rear.

BEING the same property conveyed to Robert E. Whitney and wife, Tonia D. Whitney, by deed from George E. Hurst and wife, Patricia Hurst, of record in Book 6108, page 632, Register's Office for Davidson County, Tennessee.

The Defendant shall pay the costs of this cause for all of which execution may issue if necessary.

Enter this 10th day of May, 1984.

JUDGE

APPROVED FOR ENTRY:

L. R. DeMARCO
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to the Defendant, Robert E. Whitney, 909 Curdwood Boulevard, Nashville, Tennessee 37216, this 10th day of May, 1984.

L. R. DeMARCO

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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* tenth *day of* May, *19* 84, *in Case Number* 84D-720 *between* Tonia Denise Moss Whitney *Plaintiff, and* Robert E. Whitney *Defendant, as same remains of record in Book* 136B, *Page* 1720 *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* 8th *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 Karen Rooker *D.C.*

Form #GR-117