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FILED

MAY 13 1981

GEORGE L. ROZNER, Clerk

By _____ Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 133-7
Par 102 Js

DEANA LOUISE REED MUNSON,

Complainant,

-vs-

MALCOLM EDWARD MUNSON,

Defendant.

NO. 81D-668

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 4th day of May, 1981, before the Honorable James M. Swiggart, Judge for the Sixth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Complainant, Deana Louise Reed Munson, a notarized property settlement agreement having been simultaneously filed with the Complaint, testimony of Complainant heard in open Court, statement of counsel and from the entire record in the cause from all of which it appears to the Court that the parties have been experiencing irreconcilable differences and that the Property Settlement Agreement between the parties as submitted for the Court's approval is reasonable and fair.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Deana Louise Reed Munson, be and she is hereby awarded an absolute divorce from the Defendant, Malcolm Edward Munson, and that the bonds of matrimony heretofore existing and subsisting between the parties are forever severed and held for naught, and the Complainant is restored to all the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED and DECREED by the Court and the Court affirmatively finds that the parties

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have made, by written agreement, adequate, sufficient and equitable settlement of any and all property rights between them, and the said Property Settlement Agreement, as agreed by and between the parties, is hereby approved and made a part of this judgment as follows:



PROPERTY SETTLEMENT

THIS AGREEMENT, made and entered into this 16 day of February, 1981, by and between Malcolm E. Munson and Deana L. Munson:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties have no minor children born of this marriage.

2. In consideration of the mutual covenant and agreement, the parties voluntarily agree to separate and live apart in separate places of abode without any cohabitation.

3. Parties presently own as tenants by the entireties the residence located at 3327 Mimosa Drive, Nashville, Davidson County, Tennessee, more particularly described as follows:



> Land in Davidson County, Tennessee, being Lot No. 29 on the Plan of Glencoe Acres, Section I, as of record in Book 1835, pages 137 and 138, Register's Office for said County. Said Lot 29 fronts 70 feet on the westerly side of Mimosa Drive and runs back 225.7 feet on the northerly line and 274.2 feet on the southerly line, to a dead line, measuring 132.7 feet thereon.
>
> The above described property was conveyed to Robert W. McBride and wife, Angela D. McBride by deed from Felicia G. Epps of record in Book 5131, page 695, said Register's Office.
>
> Being the same improved property conveyed to Malcolm E. Munson and Deana L. Munson by Robert W. McBride and Angela D. McBride, recorded in Deed Book ____, Page ____, Register's Office, Davidson County, Tennessee.

Husband hereby agrees that all of his right, title and interest in and to the home property above-described shall be divested out of him and vested solely in the wife, under title fee simple absolute, upon entry of the Final Decree of Divorce in this matter.

Wife shall assume and pay in accordance with its terms, the existing mortgage held by Kentucky Mortgage Company, Inc., and she shall indemnify and hold husband harmless upon any and all liability in connection with said mortgage.

4. The husband hereby agrees that all of his right, title, interest and equity in the 1971 Toyota automobile, motor vehicle #RT72221012, shall be divested out of him and vested solely in the wife.

5. The wife hereby agrees that all of her right, title, interest and equity in the 1976 Toyota automobile, motor vehicle #TE31136546, shall be divested out of her and vested solely in the husband. Further, wife acknowledges that this vehicle was involved in an accident, prior to the execution of this Agreement, and she covenants that same shall be repaired at her expense, prior to the approval of this settlement by the Court.



6. Parties agree that exchange of titles and possession of respective vehicles is to occur upon entry of the Final Decree of Divorce.

7. The following items shall become the property of the husband and the wife relinquishes all right to and ownership of said property: desk chair, rocking chair, Buddha, bookcases, TV, bed, dresser, hanging lamp, tent, backpack, reclining chair, electric saw, AM-FM radio, bicycle, straw table, slide projector and screen, camera, Harvard classics and Sony stereo.

8. The following items shall become the property of the wife and the husband relinquishes all right to and ownership of said property: dining room table and chairs, dishwasher, parquet tables, bookcases, couch, oak lamp, lawn mower, rocking chair, dishes, glasses, sewing machine, blender, iron, wheelbarrow, electric drill, toaster, ice cream freezer, wall clock, weather radio, toaster oven, piano, and electric typewriter.

9. That all the rest and remaining items of personal property not otherwise listed in paragraph 7 and 8 of this Agreement shall be the absolute property of the respective party in physical possession of same at the time of the execution of this Agreement.

10. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.



11. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

12. It is agreed that husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold wife harmless on any and all debts secured by these accounts: student loans in his name.

13. It is agreed that wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold husband harmless on any and all debts secured by these accounts: student loans in her name.

14. Wife agrees to pay Husband the sum of Six Thousand One Hundred Sixty Five and NO/100 ($6,165.00) Dollars for the purpose of and in accordance with the following:

a. In consideration for the reimbursement of the equity in the house and lot mentioned in paragraph 3 of this

Agreement, wife shall pay to husband Five Thousand and NO/100 ($5,000.00) Dollars, together with interest at the rate of Eight (8%) percent simple, per annum, no later than January 1, 1985, or upon her remarriage, or upon the sale of said property, whichever event occurs first. That the interest shall commence to accrue on the date this property settlement agreement is approved by the Court. Further, wife's obligation to pay said sum shall not constitute a mortgage or lien on said property in any manner whatsoever.



b. In consideration for the reimbursement of the equity in the parties personal property, wife shall pay to husband One Thousand One Hundred Sixty Five and NO/100 ($1,165.00) Dollars in monthly payments beginning in May of 1982; said payments shall be at the rate of Seventy Five and NO/100 ($75.00) Dollars per month for fifteen (15) months and a final payment of Forty and NO/100 ($40.00) Dollars in the 16th month.

15. The parties acknowledge that a divorce action will be immediately filed by the wife in the Circuit Court for Davidson County, Tennessee, and that the grounds alleged therein shall be irreconcilable differences.

16. Any court costs incurred as a result of the legal action for absolute divorce shall be paid by Husband and wife equally.

17. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both husband and wife further do hereby forever release to the other all claims or rights

to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as Husband, Wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.



18. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures on this 12 day of February, 1981.

s/Malcolm E. Munson
MALCOLM E. MUNSON

s/Deana L. Munson
DEANA L. MUNSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Came before me the said MALCOLM E. MUNSON, with whom I am personally acquainted, who signed and executed this Agreement on the day and date above written.

s/Madison Powers
NOTARY PUBLIC

My Commission Expires: 7/21/84

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Came before me the said DEANA L. MUNSON, with whom I am personally acquainted, who signed and executed this

Agreement on the day and date above written.

s/Carol J. Thomas
NOTARY PUBLIC

My Commission Expires: 5/20/81

It is, further, ORDERED, ADJUDGED and DECREED by the Court that Complainant be, and she hereby is, restored to her maiden name of Reed.

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It is, further, ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause be, and the same hereby is taxed equally between the Complainant, Deana Louise Reed Munson, and the Defendant, Malcolm Edward Munson, for which execution may issue, if necessary.

ENTERED this 13th Day of May, 1981

JAMES M. SWIGGART, JUDGE

APPROVED FOR ENTRY:

W. H. STEPHENSON, II
Attorney for Complainant

MADISON POWERS
Attorney for Defendant

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN
NOV 18 | 08 PM '81
IDENTIF. REFERENCE
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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* Sixth *Circuit Court for Davidson County, Tennessee, on the* Thirteenth *day of* May, *19* 81, *in Case Number* 81D-668 *between* Deana Louise Reed Munson *Plaintiff, and* Malcolm Edward Munson *Defendant, as same remains of record in Book* _____, *Page* _____ *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* 13th *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* Barbara Eddings *D.C.*