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138C/1602

File 1

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DANNY BURCH WOOD,
Plaintiff

VS.

DEBORAH LYNN WOOD,
Defendant

NO. 84D-1352

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FINAL DECREE

This cause came on to be heard on the 14th day of August, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the plaintiff's complaint for absolute divorce; the testimony of the plaintiff; the Property Settlement Agreement signed by both parties and tendered to the Court; and upon the testimony of the defendant, Deborah Lynn Wood that she signed the Property Settlement Agreement of her own free will while under no pressure or duress and while knowing her rights as to property division under Tennessee law; and upon the entire record herein, from all of which the Court finds as follows:

1. That there are Irreconcilable Differences existing between the parties.

2. That the Property Settlement Agreement entered into by and between the parties equitably settles all property rights of the parties.

3. That there were no children born to this marriage.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Danny Burch Wood, be and hereby is awarded an absolute divorce from the defendant, Deborah Lynn Wood, on the ground of Irreconcilable Differences. The bonds of matrimony heretofore existing between the parties are hereby absolutely and forever dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It is, further, ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into by and between the parties equitably settles all property rignts of the parties and is hereby approved and made a part of this Decree and is set out verbatim below:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

DANNY BURCH WOOD,

Plaintiff

VS.

DEBORAH LYNN WOOD,

Defendant

BOOK 6427 PAGE 849

NO. 84D-1352

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into by and between the Plaintiff, Danny Burch Wood, and the Defendant, Deborah Lynn Wood.

WITNESSETH:

WHEREAS, Mr. and Mrs. Wood were married June 7, 1974 in Monticello, Kentucky and resided together in that relationship until on or about July 7, 1983 at which time they separated in Antioch, Davidson County, Tennessee; and,

WHEREAS, there were no children born of this marriage; and,

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue in their marriage relationship and that their differences are irreconcilable with the result that Mr. Wood has instituted divorce proceedings against Mrs. Wood on the 1st day of May, 1984 in the Circuit Court for Davidson County, Tennessee, Docket Number 84D-1352; and,

WHEREAS, it is the desire of both parties to determine and settle their property rights and the rights of support and maintenance and all rights of any description existing between the parties which arise out of the marital relationship.

NOW, THEREFORE, the parties for and in consideration of the mutual promises contained in this Agreement and in consideration of the acts to be performed by the parties agree as follows:

1. The Parties' Home Located at 2825 Lera Jones Drive. The parties own as tenants by the entirety a house and lot located at 2825 Lera Jones Drive in Antioch, Tennessee. It is agreed between the parties that Mr. Wood is to be the sole owner of this property and that Mrs. Wood is to have absolutely no interest in this property whatsoever. It is further agreed that Mrs. Wood will execute whatever documents necessary in order to convey all of her interest in this property to Mr. Wood. It is further agreed that Mr. Wood is to be responsible for all payments of any nature whatsoever in regard to this property and it is further agreed that Mr. Wood will hold harmless Mrs. Wood from any liability of any nature whatsoever in regard to this property. It is agreed that all interest of any nature whatsoever that Mrs. Wood has in this property is divested out of her and vested in Mr. Wood. The legal description of this property is as follows:

> Land in Davidson County, Tennessee, being Lot No. 86 on the Plan of Edge-O-Lake, Section 18-D, as of record in Book 5060, page 117, said Register's Office, to which plan reference is hereby made for a more complete description.
>
> Being part of the same property conveyed to Jack Williams Construction Company by deed from Wayne LeRoy, Trustee of record in Book 5162, page 841, said Register's Office.
>
> This conveyance is made subject to encumbrances of record.

2. The Duplex Located at 3001 Anderson Road. The parties own as tenants by the entirety a duplex located at 3001 Anderson Road, Antioch, Tennessee. It is agreed between the parties that Mr. Wood is to be the sole owner of this property and that Mrs. Wood is to have absolutely no interest in this property whatsoever. It is further agreed that Mrs. Wood will execute whatever documents necessary in order to convey all of her interest in this property to Mr. Wood. It is further agreed that Mr. Wood is to be responsible for all payments of any nature whatsoever in regard to this property and it is further agreed that Mr. Wood will hold harmless Mrs. Wood from any liability of any nature whatsoever in regard to this property.

It is agreed that all interest of any nature whatsoever that Mrs. Wood has in this property is divested out of her and vested in Mr. Wood. The legal description of this property is as follows:

> Land in Davidson County, Tennessee, being Lot No. 385, on the Plan of Forest View Park, Section I, of record in Book 3700, pages 109 and 110, said Register's Office, to which plan reference is made for a more complete description.
>
> Being part of the same property conveyed to Royal Enterprises, a Partnership, by deed from C & E Realty Company of record in Book 4842, page 389, said Register's Office.

3. The Real Property Located in Lake Tansi Village, Crossville, Tennessee. The parties own as tenants by the entirety land in the Lake Tansi Village in Crossville, Tennessee. It is agreed between the parties that Mr. Wood is to be the sole owner of this property and that Mrs. Wood is to have absolutely no interest in this property whatsoever. It is further agreed that Mrs. Wood will execute whatever documents necessary in order to convey all of her interest in this property to Mr. Wood. It is further agreed that Mr. Wood is to be responsible for all payments of any nature whatsoever in regard to this property and it is further agreed that Mr. Wood will hold harmless Mrs. Wood from any liability of any nature whatsoever in regard to this property. It is agreed that all interest of any nature whatsoever that Mrs. Wood has in this property is divested out of her and vested in Mr. Wood.

4. Household Furniture and Furnishings and Appliances. It is agreed between the parties that all of the household furniture and furnishings and appliances have already been divided between the parties and that whatever property of this nature is now in the possession of Mr. Wood is his sole property and Mrs. Wood agrees that she has absolutely no interest in this property whatsoever. It is further agreed that whatever property of this nature that Mrs. Wood now has in her possession is her sole property and that Mr. Wood has no interest in this property whatsoever.

5. IRA Accounts. It is agreed between the parties that each party owns an IRA Account (i.e. Individual Retirement Account) at the Third National Bank. It is agreed between the parties that the IRA Account that is presently in Mr. Wood's name is to remain his sole property and that Mrs. Wood is to have absolutely no interest in this account. It is further agreed that the IRA Account that is presently in the name of Mrs. Wood is to remain her sole property and that Mr. Wood is to have no interest in this account whatsoever.

6. Life Insurance Policies. Mrs. Wood presently owns a life insurance policy, whole life, with a death benefit of $50,000.00. It is agreed between the parties that she is to remain the sole owner of this policy and that Mr. Wood is to have absolutely no interest in this policy. It is further agreed that Mr. Wood presently owns a life insurance policy, whole life, with a death benefit of $50,000.00 and a second life insurance policy, term policy, with a death benefit of $100,000.00. It is agreed between the parties that Mr. Wood is to remain the sole owner of his two policies and that Mrs. Wood is to have absolutely no interest in these policies. It is further agreed between the parties that Mrs. Wood is to be solely responsible for all future payments on her single policy. It is further agreed that Mr. Wood is to be solely responsible for all future payments on his two policies.

7. Bank Accounts and Savings Accounts. The parties agree that they have heretofore closed all joint bank accounts and savings accounts maintained by them during the course of their marriage. Each party does hereby relinquish any right, title or interest he or she may have in and to any and all individual accounts maintained by the other party and acknowledges that the same are the sole and separate property of the party in whose name each individual account is maintained.

8. The 1975 Ford Ranchero Pick-Up Truck. It is agreed between the parties that Mr. Wood is to be the sole owner of this truck and that he is to be responsible for all payments of any nature whatsoever in regard to this vehicle. Mrs. Wood is to have absolutely no interest

in this vehicle and Mr. Wood agrees to hold harmless Mrs. Wood from any liability of any nature resulting from this vehicle.

9. The 1980 Corvette. It is agreed between the parties that Mr. Wood is to be the sole owner of this vehicle and that Mrs. Wood is to have absolutely no interest in this vehicle. It is further agreed that Mr. Wood is to be responsible for all future payments of any nature whatsoever regarding this vehicle and it is further agreed that Mr. Wood agrees to hold harmless Mrs. Wood from any liability of any nature whatsoever resulting from this vehicle. This 1980 Corvette is presently titled in the names of both parties and for this reason Mrs. Wood agrees to sign whatever document necessary to convey all of her interest in this vehicle to Mr. Wood.

10. The 1980 Pontiac Sunbird. It is agreed between the parties that Mrs. Wood is to be the sole owner of this vehicle and that Mr. Wood is to have absolutely no interest in it. It is further agreed between the parties that Mr. Wood will be solely responsible for paying in full the present balance owing on this vehicle which is in the approximate amount of $1,615.46. When this amount has been paid by Mr. Wood, all future payments of any nature whatsoever due to this vehicle will be the sole responsiblity of Mrs. Wood. This vehicle is presently titled in the name of both parties and for this reason Mr. Wood agrees to sign whatever document necessary to convey his interest in this vehicle to Mrs. Wood.

11. Court Costs. It is agreed between the parties that Mr. Wood will be solely responsible for the Court costs of this cause.

12. Documents. It is understood and agreed between the parties that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

13. Incorporation. It is understood and agreed between the parties that this Agreement shall be submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

14. Full Settlement. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and a discharge from all other claims arising out of the marital relationship.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. Voluntary Agreement. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

17. Indemnification. It is understood and agreed between the parties that from the date of execution of this Agreement neither will contract any indebtedness upon the credit of the other, and that if either shall become compelled to pay any future debts of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid.

This Property Settlement Agreement consists of a total of 7 pages including the signature page and a total of 17 numbered paragraphs.

Executed on this 17th day of April, 19 84, by the Wife.

Deborah Lynn Wood
WIFE, DEBORAH LYNN WOOD

STATE OF Kentucky
COUNTY OF Jefferson

Personally appeared before me, Marilyn Dillingham, a Notary Public in and for said County and State, the within named, Deborah Lynn Wood, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at First National Bank, Louisville Kentucky this 17th day of April, 19 84.

Marilyn Dillingham
Notary Public

My Commission Expires: 6-30-87

Executed on this 3rd day of February, 19 84, by the Husband.

Danny B. Wood
HUSBAND, DANNY BURCH WOOD

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John T. Conners, III, a Notary Public in and for said County and State, the within named, Danny Burch Wood, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 3 day of Feb., 1984.

John Conners III
Notary Public

My Commission Expires: My Commission Expires July 21, 1985

It is, further, ORDERED, ADJUDGED AND DECREED that the plaintiff Danny Burch Wood be responsible for the payment of the costs of this cause for which execution may issue if necessary.

ENTER this 20th day of August, 1984.

Russell Robinson
JUDGE

APPROVED FOR ENTRY:

John T Conners III
JOHN T. CONNERS, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that a copy of this Final Decree was mailed to the Defendant, Deborah Lynn Wood at her last known address of 1723 West Creeke Way, Apartment 5, Louisville, Kentucky 40222, on the 17th day of August, 1984.

John Conners III
JOHN T. CONNERS, III

cc: Mr. Danny Wood
2528 Lera Jones Drive
Antioch, TN. 37013

7843 11/16 33.00- CHECK

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IDENTIF. REFERENCE

Nov 16 12 49 PM '84

CLERK & MASTER
DAVIDSON COUNTY, TN

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* Twenty-First *day of* August, *19* 84, *in Case Number* 84D-1352 *between* Danny Burch Wood *Plaintiff, and* Deborah Lynn Wood *Defendant, as same remains of record in Book* 1330, *Page* 1602 *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* 4th *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 Virginia Kearns *D.C.*

Form #GR-117