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GEORGE L. ROOKER, CLERK

D.C.

Map 93-13
Par 389 Id

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHY McCLINTOCK MESSER,)
)
Plaintiff)
)
Vs.) Number 83-D-2262 BOOK 6432 PAGE 509
)
ALAN MESSER,)
)
Defendant)

FINAL DECREE

This cause came on to be heard before the Honorable Hamilton V. Gayden, Judge of the First Circuit Court for Davidson County, Tennessee, on the 24th day of February, 1984, upon the complaint of plaintiff and personal services of process on the defendant, who failed to plead or otherwise respond within thirty (30) days as required by law. From proof heard of the facts alleged, the Court finds that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences and that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties.

It is therefore Ordered that the plaintiff, Kathy McClintock Messer, be granted an absolute divorce from the defendant, Alan Messer, and that she be restored to all the rights and privileges of an unmarried person, including the right to use her maiden name.

It is further Ordered that the Property Settlement Agreement is hereby approved, which reads as follows:

11/26 18.00- CASH
165408
IDENTIF. REFERENCE
Nov 26 11 05 AM '84
REGISTER
DAVIDSON COUNTY, TN

DISCH

3451

MINUTES. ON THE TWENTY-FOURTH DAY OF JANUARY, 1984.

PROPERTY SETTLEMENT AGREEMENT

AGREEMENT made this 22nd day of December 1983 by and between Kathy McClintock Messer (hereinafter referred to as Wife) and Alan Messer (hereinafter referred to as Husband).

WHEREAS, as the result of unfortunate differences between the parties they have separated and are now living apart from each other; and

WHEREAS, Wife has instituted a divorce proceeding in the First Circuit Court of Davidson County, Tennessee, Docket Number 83D-2262, and the parties have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to define their obligations with respect to each other, and their property rights with respect to the various properties now owned by them jointly and individually, and they desire to agree presently upon their rights each in the estates both real and personal of the other, and to record their agreement;

NOW, THEREFORE, in consideration of the execution by each of the parties of this Agreement, and of the mutual covenants and promises contained herein, the parties agree as follows:

1. At the time of the execution of this Agreement, the parties own as tenants by the entirety, a home located at 1508 South Street, Nashville, Tennessee 37212, which has been the home of the parties. Husband agrees to purchase Wife's interest in the home on the following terms:

(a) On or before five (5) days from the date of entry of the final order of divorce in this case, Husband will pay to Wife the sum of Three Thousand, Two Hundred and Fifty Dollars ($3,250.00). (Already Paid)

(b) On or before 1 January 1985 Husband will pay to Wife the sum of Nine Thousand, Two Hundred Dollars ($9,200.00).

(c) Within eighteen (18) months from the first day of the first month following the payment to Wife by Husband as described in subparagraph (b) immediately above, Husband will pay to Wife the sum of Twelve Thousand, Five Hundred Dollars ($12,500.00), plus interest which shall accue at the rate of ten percent (10%) per annum until the entire unpaid balance of said $12,500.00 has been paid in full.

In the event that Husband fails to make any payment to Wife as required under the terms of this Agreement, the entire unpaid balance of the total purchase price for Wife's interest in the home shall immediately become due and payable without notice of any kind to Husband. Husband and Wife agree that until Husband has paid Wife the total purchase price for Wife's interest in the home, Husband and Wife shall continue to own the home jointly.

For so long as any portion of the home mortgage for which the Wife has co-signed remains unpaid, Husband shall maintain in force at his sole expense a homeowner's fire and casualty insurance policy naming Wife as an additional beneficiary and in an amount not less than 80% of the fair market value of the home.

Husband also agrees to save and hold harmless Wife from any liability that may result from a default in payment of any mortgage, deed of trust note, promissory note, or any other instrument of indebtedness executed jointly by Husband and Wife for the purchase, renovation, improvement, or refinancing of the home.

2. Husband agrees to and does hereby grant to Wife a security interest in the real property purchased under the terms of this Agreement and further agrees to execute any and all documents that may be necessary to evidence and perfect Wife's security interest. Husband shall continue in full force and effect, and at Husband's sole expense, all life insurance policies currently in effect, naming Wife as primary beneficiary, until the purchase price for Wife's interest in the home has

been paid in full. Husband further agrees to save and hold harmless Wife from any liability that may be assessed against Wife or Husband and Wife jointly for federal income taxes, penalties and/or interest that may be owed for the years 1981 and 1982.

3. The parties agree that all furniture, furnishings, household belongings, and other personal property presently in the possession of each respective party shall become the sole property of the party presently in possession, with no further claim thereto by the other party.

4. With respect to any unpaid liabilities or claims for goods or services that may pertain to any of the property divided under the terms of this Agreement, each party agrees to be solely responsible for such claims and liabilities as may pertain to the property retained by that party. Husband agrees to pay balance of Wife's IBM typewriter debt as previously agreed.

5. The parties desire to enter into this Agreement and desire that it be incorporated as part of any final decree of divorce that may be hereinafter entered in the First Circuit Court of Davidson County, Tennessee. Following the execution of this Agreement, neither party shall be authorized to act as agent for the other in any transaction and each agrees that he or she will not incur any debts or obligations for which the other shall be liable or responsible and each agrees to indemnify and to hold the other party harmless against any and all debts or obligations made or incurred by him or her after the date of this Agreement.

6. This Agreement shall be binding upon the respective heirs, next of kin, executors, administrators, and assigns of the parties.

7. Each of the parties agrees to execute and deliver to the other party any deed or other document that may be reasonably required to accomplish the intentions of this Agreement 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 the property and rights

in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

8. This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

9. Husband shall pay the sum of Five Hundred Dollars ($500.00) towards Wife's attorney's fees and all costs of this cause, for all of which execution may issue, if necessary.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first written above.

/s/ Shelly Davis
WITNESS

/s/ Kathy McClintock Messer
KATHY McCLINTOCK MESSER

/s/ S. Ralph Gordon
WITNESS

/s/ Alan Messer
ALAN MESSER

Entered this 24th day of January 1984.

Hamilton V. Gayden, Judge

Approved for Entry:

James H. Harris III
Harris & Leach, P.C.
2 Music Circle South
Nashville, Tennessee 37203
615-259-4507
Attorney for Plaintiff

CC: Mr. S. Ralph Gordon
Suite 200
430 Third Avenue, North
Nashville, Tennessee 37201

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* First *Circuit Court for Davidson County, Tennessee, on the* Twenty-Fourth *day of* January, *19* 84, *in Case Number* 83D-2262 *between* Kathy McClintock Messer *Plaintiff, and* Alan Messer *Defendant, as same remains of record in Book* 157B, *Page* 1067 *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* 21st *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 Vicky Allen *D.C.*

Form #GR-117