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42C/2352

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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GEORGE L. ASKEW, CLERK

D.C.

THELMA BEATRICE (WOODS) CLARK,

Plaintiff

vs.

DELMER RAY CLARK,

Defendant

NO. 81D-446

BOOK 6477 PAGE 575

FINAL DECREE

This cause came on to be heard on this the 25th day of June, 1981, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, at Nashville, upon the Complaint filed, the evidence presented, and the Defendant having been duly served with summons and a copy of the Complaint herein, the Court finds that the allegations contained in the Plaintiff's Complaint are true and sustained by the evidence.

The Court also finds that the Plaintiff, at the time of the filing of her Complaint, has been a resident of the State of Tennessee for more than six (6) months immediately preceding the filing of the same.

The Court further finds that the parties were married as set forth in the Complaint and there have been two children born to this marriage.

The Court further finds on the evidence adduced that irreconcilable differences have come between the parties and that the Plaintiff is entitled to a divorce as demanded in her Complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff in this cause, THELMA BEATRICE (WOODS) CLARK, be, and the same is hereby granted an absolute divorce from the Defendant upon the grounds of irreconcilable differences and to be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement has been examined by the Court and the same is determined to be fair and equitable and that the same is hereby made a part of this Decree and an order of this Court as follows, to wit:

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1981 FEB 3 PM 4:44
GEORGE L. ROOKER, CLERK
D Tucker D.C.

THELMA BEATRICE (WOODS) CLARK,)
Plaintiff)
vs.) NO. 81D-446
DELMER RAY CLARK,)
Defendant)

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and concluded this 3rd day of February, 1981, by and between THELMA BEATRICE (WOODS) CLARK, hereinafter referred to as "Wife," and DELMER RAY CLARK, hereinafter referred to as "Husband,"

W I T N E S S E T H :

WHEREAS, the parties hereto were married on January 6, 1963, in North Carolina, and there have been two children born to this marriage; and

WHEREAS, differences have arisen between the parties and in consequence thereof, they have separated and are now living separate and apart; and

WHEREAS, the parties by this Agreement desire to settle all questions of property rights, maintenance, dower, dissent, alimony, distribution and all other rights or claims, matters and things of every kind and description, which may have in any manner arisen or accrued by virtue of the marriage; and

WHEREAS, each party has carefully examined the terms and conditions contained in this Agreement and has had ample opportunity to seek independent counsel to review the same and hereby stipulate by their signatures thereto that all stipulations contained in this Agreement are fair and just and are not signed under duress,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth and things to be done by the parties pursuant thereto, it is agreed as follows:

1. Divorce. It is hereby agreed by the parties that the Wife shall proceed to trial and obtain a divorce in the Circuit Court for Davidson County, Tennessee, on the grounds of irreconcilable differences and to be restored to all the rights and privileges of an unmarried person.

2. Child Custody and Visitation. The Wife shall retain custody of the minor children of the parties, to wit: CONNIE RENEA CLARK, age 16 years, and MICHAEL RAY CLARK, age 14 years, with reasonable rights of visitation awarded the Husband.

3. Child Support. The Husband shall pay to the Wife the sum of Eight Hundred Dollars ($800.00) per month as child support, for the support and maintenance of the minor children. Said payments are due on the first day of each month and shall be delinquent if not received by the Wife by the 10th day of each month. It is specifically agreed by the parties that the Eight Hundred Dollars ($800.00) per month shall be paid until the youngest child reaches 18 years of age and there shall be no diminution in the support for any amounts until the youngest child reaches 18 years of age.

4. Medical Insurance. The Husband shall maintain hospitalization and medical insurance upon the parties minor children with no less coverage or benefits than that policy covering said children upon the date of separation, until such time as the youngest child reaches the age of 18 years. Further, the Husband shall be responsible for any and all medical, dental, drug, hospital and doctor bills over and above said insurance coverage. The Husband does further agree that he shall maintain the Wife on the health insurance policy up to and including the date of the granting of the Final Decree of divorce.

5. Life Insurance. The Husband shall secure and keep in full force and effect a life insurance policy upon his life in an amount not less than Twenty Thousand and 00/100 Dollars ($20,000.00) but more specifically on any life insurance policies that the Husband may have in force and effect as of the time of

the signing of this Agreement and shall so name the Wife as named beneficiary to secure future child support until the youngest child reaches the age of 18 years, at which time the Husband may elect to change the beneficiary if he so desires. Said policy may be a group policy through his place of employment.

6. Personal Property. The Husband and Wife agree that all items of personalty have been divided to the mutual satisfaction of the parties and no demand will be made on either party for any property that the respective party has in his or her possession. Each party has their own automobile, to wit: the Husband, a 1978 Chevrolet Caprice, and the Wife, a 1980 Honda. As a part of this Agreement, the Husband does agree to secure and keep in force a policy for automobile insurance, both collision and liability, on the Wife's automobile until such time as the same is paid for.

7. Savings Accounts. The parties hereby stipulate that at the present time there is approximately One Thousand Five Hundred Fifty-one and 00/100 Dollars ($1,551.00) in a savings account at Third National Bank for which the Wife shall have all right, title and interest to One Thousand Dollars ($1,000.00) of said money and the balance shall be paid to the Husband.

8. Thrift Plan, Stocks and Bonds. The parties further agree and stipulate that there is approximately Twenty-five Thousand Seven Hundred Thirty-three and 60/100 Dollars ($25,733.60) worth of stocks in NLT, in a thrift plan in the name of the Husband presently in a stock purchase plan at his employment. The parties agree that as of the date of the signing of this Agreement, the Wife shall be entitled to the equivalent of one-half (1/2) of the amount contained in the plan or a total of Twelve Thousand Eight Hundred Sixty-six and 80/100 Dollars ($12,866.80) and she may so elect to allow said stocks to remain in said plan until a later date and have the right to demand the

same at that time or she may at this present time be able to sell those stocks and convert the same to cash for her own use. The parties agree that the Husband shall make an accounting to the Wife and make her fully aware of the number of stocks, the amounts and present market value as of the date of the signing of this Agreement.

9. Real Property. The parties currently own certain real property in Davidson County, Tennessee, held in the name of Delmer Ray Clark and wife, Thelma B. Clark, more particularly described as:

> LAND in Davidson County, Tennessee, being Lot No. 610 on the Plan of Edge-O-Lake Estates, Section 11, as of record in Book 3842, page 140, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 610 fronts 81.0 feet on the westerly margin of Bell Road and extends back 170.44 feet on the northeasterly line and 172.73 feet on the southwesterly line to a line in the rear measuring 81.03 feet thereon.
>
> BEING part of the same property conveyed to Delmer Ray Clark and wife, Thelma B. Clark, by deed from Charles D. Whorley and wife, Dorothy W. Whorley, of record in Book 4385, page 869, Register's Office for Davidson County, Tennessee.

By this Agreement, the Husband does transfer, sell, grant and convey all his right, title and interest to the Wife, her heirs and assigns, to have and to hold the same, together with all the appurtenances thereunto, and covenants that he is lawfully seised and possessed of said real estate in fee simple, has a good right to convey, and that it is unencumbered except for a mortgage of record in Book 4385, page 871, Register's Office for Davidson County, Tennessee, for which the Wife shall assume the same and hold the Husband harmless. The Wife further agrees to convey whatever interest she may have had as a result of her marriage to the Husband to a tract of land located in the Fourth Civil District of Davidson County, more particularly described in Book 5262, page 472, Register's Office for Davidson County, Tennessee.

10. Debts. The Husband shall assume, pay and hold the Wife harmless from all outstanding indebtednesses of the parties, whether undivided or joint which are due and owing, whether currently payable or payable at some future date, that were incurred prior to the date of separation. The Husband further agrees to keep in full force and effect and current all charge cards and will pay any amounts owing as of the date of the Final Decree. Any charges made by the Wife after that date, will be the responsibility of the Wife. The charge cards will remain in full and effect. This is not only to benefit the credit of the Wife and the Husband but for the benefit of the minor children until they reach majority.

11. Future Education. The Husband does hereby agree to be responsible and pay for any and all furthering of the education of the minor children past their majority for college and/or any higher education and will contribute those sums necessary to carry out the purpose and intent of a college education.

12. I.R.S. Tax Return. The parties agree to file a joint return for the calendar year 1980 and the parties shall divide equally any tax refund to which the parties may be entitled by reason of filing said joint return. However, the Wife shall be held harmless by the Husband for any delinquent taxes.

13. Court Costs. The Husband shall pay all Court costs incurred incident to the divorce petition heretofore filed by the Wife.

14. Future Acquired Property. It is understood and agreed between the parties that each of said parties may, from and after the date of this Agreement, and at all times thereafter, purchase, acquire, hold, own, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring it.

15. Marital Rights. The parties understand and agree that this Agreement is in full and final settlement of all marital rights between the parties and, except as otherwise provided herein, forever bars either party from and after the acceptance of this Agreement by the Court, and incorporation into the final divorce decree from any and all claims for support, alimony, dower, curtesy, homestead or any other inheritance rights the parties may have acquired by virtue of their marriage.

16. Pending Divorce Petition. The parties understand and agree that this Agreement shall be submitted to the Court and if found by the Court to be fair and equitable, will be approved by said Court. However, in the event a divorce is not granted to either party, or the parties reconcile, this Agreement shall be of no further force and effect, and all monies required to be paid upon the execution hereof, to wit: child support, shall be deemed pendente lite payments.

17. Modification of Decree. Both parties have been advised and understand that the matter of child custody and support is retained by the Court and may be modified or changed by Court order from time to time, upon petition by either party if a change in circumstances by either party warrants.

IN WITNESS WHEREOF, the parties have affixed their signatures upon the day and date first above written.

Thelma Beatrice Woods Clark
THELMA BEATRICE (WOODS) CLARK

Delmer Ray Clark
DELMER RAY CLARK

STATE OF TENNESSEE)

COUNTY OF SUMNER)

Be it remembered, that on the 3rd day of February, 1981, before me, the subscriber, a Notary Public in and for the said County and State, personally came the above named THELMA BEATRICE (WOODS) CLARK, who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 3rd day of February, 1981.

NOTARY PUBLIC

My Commission Expires: 7-29-81

STATE OF TENNESSEE)

COUNTY OF SUMNER)

Be it remembered, that on the 3rd day of February 1981, before me, the subscriber, a Notary Public in and for the said County and State, personally came the above named DELMER RAY CLARK, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 3rd day of February, 1981.

NOTARY PUBLIC

My Commission Expires: 7-29-81

ENTER this 25th day of June, 1981,

for the 25th day of June, 1981.

JUDGE

APPROVED FOR ENTRY:

BUCHANAN & EDWARDS:

BY: _____
Michael W. Edwards
Attorney for the Plaintiff
271 West Main Street
P. O. Box 1045
Hendersonville, Tennessee 37075

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Final Decree has been mailed to Delmer Ray Clark, 2131 Apartments, J Building, Nashville, Tennessee, this 25th day of June, 1981.

_____
Michael W. Edwards

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BOOK 6477 PAGE 584

RUSH

IDENTIF. REFERENCE

JAN 18 11 34 AM '85

FELIX Z. WILSON II REGISTER
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* Fifth *Circuit Court for Davidson County, Tennessee, on the* First *day of* July, *19* 81, *in Case Number* 81D-446 *between* Thelma Beatrice Woods Clark *Plaintiff, and* Delmer Ray Clark *Defendant, as same remains of record in Book* 42C, *Page* 2352 *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* 18th *day of* January *in the year one thousand nine hundred and* Eighty-Five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Laarz *D.C.*

Form #GR-117