Box 30

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
'85 JAN -4 PM 3:18
RUBY L. ROBINSON, CLERK
D.C.

JUDITH LYNN BREWER SPEER §

-vs- § NO. 84D-3564

PHILLIP LAUREN SPEER § BOOK 6483 PAGE 196

FINAL DECREE

This cause came on to be heard on the 4th day of January, 1985 before the Honorable Muriel Robinson, Judge, upon the original petition for absolute divorce filed by the complainant, answer filed by the defendant, subsequent agreement of the parties to allow this matter to be tried as a non-contested matter, submission to the Court, for approval, of a property settlement agreement, heretofore entered into by and between the parties, testimony of complainant, statement of counsel and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Judith Lynn Brewer Speer, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties have reached certain settlement agreements that make a fair and reasonable division of the properties of the parties accumulated during the marriage, it is therefore

ORDERED, ADJUDGED AND DECREED by the Court that such agreements are made a part of this Final Decree, as follows:

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MINUTES, JANUARY FOURTH, 1985

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CLERK & MASTER
Clerk

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by JUDITH LYNN BREWER SPEER, hereinafter referred to as "Wife" against PHILLIP LAUREN SPEER, hereinafter referred to as "Husband", under Docket No. 84D-3564, 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

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) The consideration for this agreement is the mutual covenants and promises herein contained.

(2) This agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

(3) Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

(4) All of Husband's right, title and interest in the 1981 Cadillac automobile shall be divested out of him and the sole and exclusive ownership is vested in the Wife, it being her responsibility to pay the balance of mortgage indebtedness thereon and Wife agrees to hold Husband harmless and indemnify him from any liability thereon.

(5) All of Wife's right, title and interest in the 1981 Toyota truck and the 1974 Cadillac automobile shall be divested out of her and the sole and exclusive ownership of said vehicles is vested in the Husband, it being his responsibility to pay the balance of mortgage indebtedness thereon and Husband agrees to hold Wife harmless and indemnify her from any liability thereon.

(6) The parties agree that all cash assets and savings accounts have already been divided and each party shall maintain the exclusive ownership of those assets received therefrom.

(7) Husband agrees to assume and pay the outstanding indebtedness owed to Midstate Educators Credit Union, GMAC, Loan #123029168899, Enola Speer loan, Joel Moseley, Attorney, Liberty Bank (real estate loan), all debts in name of Speer Properties or Speer Company, and will hold Wife harmless and indemnify her from any liability thereon.

(8) The parties agree that neither will extend credit in the name of the other from the date of the signing of this agreement, and any debt so incurred shall be the sole responsibility of the party making said debt.

(9) Any and all right, title and interest which the Husband may have in the business known as P & J Enterprises d/b/a Judy's Jewels, 920 Broadway, Nashville, Tennessee, including all fixtures, furnishings and inventory, is divested out of him and the sole and exclusive ownership of said business and personalty is vested in the Wife.

(10) All right, title and interest which the Husband has in and to the following described real property:

Land in Davidson County, Tennessee, being Lot No. 19 on the Map of Seven Hills, Section 3, as of record in Book 2663, page 89, Register's Office for said County. Map 131-10 par. 2

Said Lot No. 19 fronts 200 ft. on the south side of Harding Place and runs back 404.1 ft. on the west line and 258.8 ft. on the east line, to a dead line in the rear, which is a broken line, on which it measures 274.8 ft.

and

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Dan Leech Subdivision, of record in Book 1424, page 70, Register's Office for said County. Map 71-16 par. 94

Said Lot No. 1 fronts 65 ft. on the northerly margin of Blue Ridge Avenue and extends back between parallel lines 200 ft. to a dead line.

and

Land in the City of Hendersonville, 5th Civil District of Sumner County, Tennessee, being Lot No. 116 on the Plan of Colonial Acres, Section II, as of record in Plat Book 3, page 19 and re-recorded in Plat Book 3, Page 27, Register's Office for said County.

Said Lot No. 116, fronts 100 ft. on the northeasterly margin of Chippendale Drive and extends back 117.7 ft. on the northwesterly line and 207.5 ft. on the southeasterly line to a dead line in the rear on which it measures 131.3 ft.

shall be divested out of him and the sole and exclusive ownership of said real property is vested in the Wife, it being her responsibility to pay the balance of any mortgage indebtedness and Wife shall hold Husband harmless and indemnify him from any liability thereon.

(11) The parties agree to file a joint federal income tax return for the year 1984 and any taxes owing shall be divided equally between the parties; with the exception that Wife shall not be liable for any taxes in excess of $1,500.00.

(12) Husband agrees to maintain medical and hospitalization insurance coverage for the benefit of Wife through his group coverage, however, Wife shall be liable to pay to Husband the monthly premiums.

(13) The parties agree to divide the household furniture, furnishings and appliances on an equal basis; however, each party shall receive their personal articles and clothing.

(14) Each party shall be responsible for their own attorneys fees and each party shall be liable for one-half of the court costs in this cause.

(15) With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under §17(a) of the Bankruptcy Act, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement Agreement.

(16) Wife hereby agrees to release all interest in all remaining real property, real estate notes and mortgages, either jointly owned or otherwise, and Husband is vested with all right, title and interest in and to said property and shall be solely responsible for any indebtedness thereon and shall hold Wife harmless from any such indebtedness.

(17) Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement.

It is further understood and agreed that the Property Settlement Agreement is intended to be a final settlement of agreement of the property rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support Wife, and a discharge from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which may have or may hereafter be acquired under the law of any jurisdiction in the other's property, including without limitation, dower, courtesy, statutory allowances, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, a right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by Husband and Wife, for any property either of them may acquire in the future.

It is agreed by and between the parties that this Property Settlement Agreement represents the entire agreement between them, that it provides for the equitable settlement of all property rights between them and it has been entered into voluntarily by each of them with no coercion against either of them by the other party.

IN WITNESS WHEREOF, the parties have read this agreement and familarized themselves with its contents and signed and executed this Agreement on the 2nd day of January, 1985.

Judith Lynn Brewer Speer
JUDITH LYNN BREWER SPEER, Wife

PHILLIP LAUREN SPEER, Husband

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for said county and state, the within named JUDITH LYNN BREWER SPEER, 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 Nashville, Tennessee, this 2nd day of January, 1985.

Jennifer Hartman
NOTARY PUBLIC

My commission expires: 10-5-88

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for said county and state, the within named PHILLIP LAUREN SPEER, with whom I am personally acquainted and who aknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 2nd day of January, 1985.

Jennifer Hartman
NOTARY PUBLIC

My commission expires: 10-5-88

The costs of this cause are taxed equally between the parties, for all of which execution may issue, if necessary.

Enter this 4th day of Jan., 1985.

JUDGE

APPROVED FOR ENTRY:

Clara Willis Byrd
CLARA WILLIS BYRD
Attorney for Complainant
12th Floor
First American Center
Nashville, TN 37238

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Final Decree was mailed to Mr. J. Phillip Jones, Attorney at Law, 306 Gay Street, Suite 200, Nashville, TN 37201, this 4th day of January, 1985.

Clara Willis Byrd

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IDENTIF. REFERENCE

FEB 6 1 44 PM '85

FELIX Z. HAISLIP 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* Fourth *Circuit Court for Davidson County, Tennessee, on the* fourth *day of* January, *19*85, *in Case Number* 84D-3564 *between* JUDITH LYNN BREWER SPEER, *Plaintiff, and* PHILLIP LAUREN SPEER, *Defendant, as same remains of record in Book* 141C, *Page* 1689 *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* sixth *day of* February *in the year one thousand nine hundred and* eighty-five *and in the* two hundred ninth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Rowland *D.C.*

Form #GR-117