142A/690

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
SITTING AT NASHVILLE

MARY NELL WILSON,
PLAINTIFF

v. No. 84D-2395

DONALD L. WILSON,
DEFENDANT

Map 96-9
Par 89 &

BOOK 6492 PAGE 584

FINAL DECREE

This cause came on to be heard on the 15th. day of January, 1985. before The Honorable Muriel Robinson, Judge, on a complaint for a divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, MARY NELL WILSON, is hereby awarded an absolute divorce from the Defendant, DONALD L. WILSON, on the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

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* Thirtieth *day of* January, *19* 85, *in Case Number* 84D-2395 *between* Mary Nell Wilson *Plaintiff, and* Donald L. Wilson *Defendant, as same remains of record in Book* 142A, *Page* 690 *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* 14th *day of* February *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

84D-2395

PROPERTY SETTLEMENT AGREEMENT

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BOOK 6492 PAGE 585

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for absolute divorce filed by MARY NELL WILSON, hereinafter referred to as "Wife" against DONALD L. WILSON, hereinafter referred to as "Husband", under Docket No. 84D-2395, 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) CONSIDERATION: The consideration for this agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: 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 an equal division of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) REAL ESTATE: The parties own as joint tenants by the entirety a home located at 2719 Lakeland Drive, Nashville, Davidson County, Tennessee. This home was purchased from funds which Husband received as a result of accumulated back pay, and from cash values from his life insurance policies. Therefore, the parties agree that all right, title and interest which Wife has in and to the aforementioned real estate shall be divested

from her and the sole and exclusive ownership in said property shall be vested in Husband, in fee simple absolute ownership, and he shall assume the balance of mortgage indebtedness thereon and hold Wife harmless from any further responsibility thereon. Wife agrees to execute a Quitclaim Deed transferring her interest in said property to Husband, at the same time she executes this Agreement.

(6) BANK ACCOUNTS: At the time of the separation, Husband gave Wife Five Thousand Five Hundred Dollars ($5,500.00) from the joint savings account. It is agreed that she shall retain these funds free from any claim of Husband. All other bank accounts, savings or checking accounts shall become the sole and separate property of the party whose name the account is listed.

(7) HOUSEHOLD FURNITURE: The parties have already divided the household furniture and furnishings in an equitable manner, and each person shall retain the sole and exclusive ownership of any and all furniture, furnishings and accessories in his or her possession at the time of the signing of this Agreement.

(8) AUTOMOBILES: Wife shall be awarded the exclusive ownership of the 1984 Mercury Lynx automobile and she shall be responsible for the balance of mortgage indebtedness thereon and hold Husband harmless from any responsibility thereon. Husband shall be awarded the sole and exclusive ownership of the 1983 Cougar automobile, and he shall be responsible for the balance of mortgage indebtedness thereon and hold Wife harmless thereon.

(9) ALIMONY WAIVER: Both parties will waive any and all claims against each other for alimony, both past, present and future, except as specifically set forth in this Agreement.

(10) ATTORNEY FEES: Each party shall be responsible for their own attorney fees.

(11) MISCELLANEOUS: Husband agrees to pay Wife the sum of Five Hundred Dollars ($500.00), cash, lump sum, upon the date that the Final Decree of Divorce is granted in this cause.

(12) COURT COSTS: Husband agrees to pay the final Court costs.

(13) ACCEPTANCE BY THE PARTIES: 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 party 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.

(14) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her ~~and the minor child~~ and in the keeping with her accustomed standard of living and her reasonable requirements.

(15) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(16) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(17) ADDITIONAL INSTRUMENTS: 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. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 19th day of Nov., 1984 as to the Wife, and the 8 day of Nov., 1984 as to the Husband.

Mary M. Wilson
WIFE

Donald L. Wilson
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARY NELL WILSON, 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 19th day of November, 1984.

NOTARY PUBLIC

My Commission Expires: July 17, 1988

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DONALD L. WILSON, 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 8th day of December, 1984.

NOTARY PUBLIC

My Commission Expires: 21 July 1985

IT IS ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

Final costs of this cause shall be assessed against the Defendant for which execution may issue if necessary.

THIS 30th day of January, 1985.

MURIEL ROBINSON,
JUDGE

APPROVED FOR ENTRY:

JOHN D. KITCH,
ATTORNEY FOR PLAINTIFF
Suite 102
2300 Hillsboro Road
Nashville, Tennessee 37212
385-9911

FILED & RECORDED IN REGISTER'S OFFICE
DAVIDSON COUNTY, TN
FEB 14 11 58 AM 1985

IDENTIF. REFERENCE

I-8-3 1-3-4

RUSH

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document has been sent by postage prepaid mail to Mr. Robert L. Jackson, Attorney for Defendant, 216 Third Avenue North, Nashville, Tennessee 37201, this 28 day of January, 1985.

JOHN D. KITCH

I hereby certify that this is a true copy of original instrument filed in my office this 14th day of February 1985
GEORGE L. ROOKER Clerk
By O. Laarn
Deputy Clerk

02/14 18.00- CHECK