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1401/587

FILED

1984 OCT 30 PM 12:04

L. ROCKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CYNTHIA JEANETTE HOUSER POGUE

VS. NO. 84D-2766

SHELBY GENE POGUE

92-8-A

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FINAL DECREE

This cause came on to be heard on the 30th day of October, 1984, before the Honorable Rose Cantrell, Special Judge, upon the Complaint for Absolute Divorce filed by the Complainant, Cynthia Jeanette Houser Pogue, upon testimony of the Complainant, subsequent agreement of the parties to proceed noncontested, submission to the Court of a signed Property Agreement, statement of counsel for Complainant, and upon the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore ORDERED AND ADJUDGED by the Court that the Complainant, Cynthia Jeanette Houser Pogue, is hereby granted an Absolute Divorce from the Defendant, Shelby Gene Pogue, and is restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court and the Court affirmatively finds 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:

3402 03/04 21.00- CHECK 106589

IDENTIF. REFERENCE

MAR 4 10 28 AM '85

REGISTER DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

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GEORGE L. ROGERS, CLERK
D.C.

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for absolute divorce filed by CYNTHIA JANETTE HOUSER POGUE, hereinafter referred to as "Wife" against SHELBY GENE POGUE, hereinafter referred to as "Husband", under Docket No. _____, and.

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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 PROPERTY: All right, title and interest which Wife has in and to the condominium located at 5001 Bell Road, Unit S-3, Nashville, Davidson County, Tennessee, shall be

divested from her and the sole and exclusive ownership in said property shall be vested in husband in fee simple absolute ownership, it being his responsibility to assume the balance of mortgage indebtedness thereon, and to hold Wife harmless and indemnify her from any future responsibility therefrom.

(6) HOUSEHOLD FURNITURE AND ACCESSORIES: Wife acknowledges that she has removed from the home of the parties all of the household furniture, furnishings and accessories which she owned prior to the marriage, and that she will retain sole ownership of those items that she has removed from the home, and the husband shall retain sole and exclusive ownership of the items remaining in the home.

(7) JUDGMENT: Wife shall be granted a judgment against husband for the sum of One Thousand Six Hundred Seventy Two Dollars and No/100 ($1,672.00), which judgment shall bear no interest, and which judgment shall be due and payable on or before the date of the final divorce hearing in this cause.

(8) BANK ACCOUNTS: The parties acknowledged that they have already separated their bank accounts and each party will retain sole and exclusive ownership of any and all bank accounts in his or her name at the time of the signing of this agreement.

(9) DEBTS: Each party agrees to pay any and all debts in his or her sole separate name, and to hold the other party harmless and indemnify the other person of any responsibility from any said indebtedness.

(10) MAIDEN NAME: Wife shall be restored to her maiden name, Cynthia Janette Houser.

(11) ALIMONY WAIVER: Both parties waive any and all further claim for alimony, against the other, both past, present and future, except as is stated within this Agreement.

(12) ATTORNEY FEES AND COURT COSTS: Each party shall be responsible for their own attorney fees. The court costs shall be divided equally between the parties.

(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 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 20 day of Sept, 1984 as to the Wife, and the 20 day of Sept, 1984 as to the Husband.

HUSBAND

WIFE

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 CYNTHIA JANETTE HOUSER POGUE, 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 20 day of September, 1984.

Ann Williams
NOTARY PUBLIC

My Commission Expires: 21 July 1985

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 SHELBY GENE POGUE, 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 20 day of September, 1984.

Ann Williams
NOTARY PUBLIC

My Commission Expires: 21 July 1985

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

JUDGE

APPROVED FOR ENTRY:

JACKSON, TANNER & REYNOLDS

BY: ROBERT L. JACKSON
SOLICITOR FOR COMPLAINANT
216 Third Avenue, North
Nashville, Tennessee 37201
615/256-2694

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed to Shelby Gene Pogue, Defendant, 5001 Bell Road, 5-3, Hermitage, Tennessee 37076, this 30th day of October, 1984.

ROBERT L. JACKSON

STATE OF TENNESSEE

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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* October, *19* 84, *in Case Number* 84D-2766 *between* Cynthia Jeanette Pogue *Plaintiff, and* Shelby Gene Pogue *Defendant, as same remains of record in Book* 140A, *Page* 587 *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* 25th *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 Barbara Goldberg *D.C.*

Form #GR-117