142C/1988

BOOK 6525 PAGE 561

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

JESSE LANCE LOTT,
PLAINTIFF

Map 150-7
Par. 222 1.00

v. No. 84D-3598

EILEEN (EGGERT) LOTT,
DEFENDANT

FINAL DECREE

This cause came on to be heard on the 8th. day of February, 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, JESSE LANCE LOTT, is hereby awarded an absolute divorce from the Defendant, EILEEN (EGGERT) LOTT, on the grounds of irreconcilable differences, and he 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 tne custody and maintenance of the children of the marriage and 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:

4607 04/03 24.00- CHECK
I 9 3 8 9 1
IDENTIF. REFERENCE
APR 3 9 07 AM '85
DAVIDSON COUNTY, TN REGISTER

FILED

1984 OCT 30 AM 7:50

[illegible] BOMAR, CLERK

IN THE _____ COURT FOR DAVIDSON COUNTY, TENNESSEE
SITTING AT NASHVILLE MB D.C.

JESSE LANCE LOTT,
Plaintiff

BOOK 6525 PAGE 562

v.

No. 84D- 3598

EILEEN (EGGERT) LOTT,
Respondent

PROPERTY SETTLEMENT AGREEMENT

It appears there is now pending in the Fourth Court for Davidson County, Tennessee, a divorce action styled JESSE LANCE LOTT V. EILEEN (EGGERT) LOTT, No. 84D-3598 and it further appears there is no hope for reconciliation so that the parties desire to settle and adjudicate all property matters concerning them. Now, therefore, in consideration of the premises, the parties agree as follows:

1. The parties agree that the title to the house and lot located at 3304 Towne Ridge Drive, Antioch, Tennessee, shall be divested out of the Wife and vested solely in the Husband to be his absolutely, and further agree that in the event this Property Settlement Agreement is made a part of a final decree of divorce the final decree itself shall operate to divest ownership from the Wife and vest ownership in the Husband. The legal description of said property is as follows:

> Being Lot 112, Towne Village of the Country, Section II, as of record in Plat Book 5200, Page 176 and 177, Register's Office of Davidson County, Tennessee, reference to which is hereby made for a more complete description of said lot.
>
> This being a portion of the property conveyed to Randall Phillips Builders, Inc., by deed from Philhall Corp. of record in Deed Book 5508, Page 923, Register's Office of Davidson County, Tennessee.
>
> This conveyance is subject to restrictions of record in Deed Book 5456, Page 511, Register's Office of Davidson County, Tennessee.
>
> Being the same property conveyed to Jesse Lance Lott and wife, Eileen E. Lott, by deed from Randall Phillips Builders, Inc., of record in Book 5709, Page 381.

The parties further agree that the Husband shall pay to the Wife the sum of Eleven Thousand Dollars ($11,000.00) as the dollar equivalent of her share of the equity in the house, to be paid over five years together with interest at fourteen percent (14%). This obligation shall be evidenced by a promissory note to be executed by the Husband. The Husband shall not be entitled to prepay this obligation unless the parties agree otherwise.

2. The parties agree that the Wife shall be permitted to rent the above-mentioned property from the Husband for the sum of Three Hundred Fifty Dollars ($350.00) per month. This rental agreement will be evidenced by a separate lease document, shall have as its initial term one year from the date of its execution, and shall be renewable for like periods of time not to exceed five years, unless otherwise agreed.

3. The Wife and the Husband have already divided the majority of the personal property of the parties, including the contents of bank accounts, and agree that whatever personal property is in the hands of a party shall remain the property of that party, except as follows: The stocks held by the parties shall be sold and the proceeds divided between the parties; the savings bonds shall be retained, and shall be held by the Wife for the benefit of the children; the 1983 Buick Regal automobile shall become the Wife's absolutely, and any debt owing on that vehicle shall be solely her responsibility; and similarly, the 1984 Toyota automobile shall become the Husband's absolutely, and any debt owing on that vehicle shall be solely his responsibility.

4. Each party will execute any and all documents necessary to effectuate the transfer of any right, title and interest in the other's property to that person, and each party shall remain responsible for and hold harmless the other party from the debt relating to the specific vehicle he or she receives.

5. The parties agree that each shall be responsible for any existing debt related to an asset that party has received, including but not limited to the automobiles. Court costs will be the responsibility of the Husband. The parties agree to hold each other harmless and indemnify each other from the debts so assumed.

6. With the exception of any items that may have previously been

discussed, all items belonging to either party before the marriage shall remain the property of the party to whom it belonged before the marriage.

7. The parties agree that it is in the best interests of the minor children and of the parties that the parties have joint custody of the children, with the Wife having principal physical possession of the children for ten months of the year (August 15 through June 15) and the Husband having principal physical possession for two months of the year (June 15 to August 15). It is agreed that the principal physical custodian shall be responsible for basic support needs such as food, transportation, housing and the like, and shall be responsible for making day to day decisions. However, the parties shall mutually agree upon major issues affecting the children.

8. The Husband agrees to pay the sum of $700.00 per month child support, including the two months he has principal physical possession. The Husband shall pay directly for day care for the children, which amount is not included in the $700 figure, and will be entitled to take the child care deduction for income tax purposes. Additionally, the parties agree that the child support paid by the Husband is more than half the total support for the children and as a consequence the Husband shall be entitled to claim the dependency exemption for both children. The Husband shall maintain major medical insurance on the children through his present employer, and shall make the children beneficaries of life insurance on his life in the amount of at least $10,000.00.

9. The parties agree that the party not in principal physical possession of the children shall have visitation every other weekend from 6:00 P.M. Friday to 6:00 P.M. Sunday, and one evening each week to be determined by agreement. Additionally, the children will always be with the Wife on Mother's Day and the Wife's birthday and shall always be with the Husband on Father's Day and the Husband's birthday. The parties agree that visitation will be divided for Thanksgiving and Christmas holidays, and the parties will alternate visitation on the other major holidays, including New Year's Day, Easter, Memorial Day, Independence Day, and Labor Day. This is a minimum visitation which may be altered or supplemented by mutual agreement.

10. The parties desire that this property settlement agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the _____ Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for ratification, approval, and express incorporation by reference into the final decree.

11. This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between the parties. The parties have fully disclosed all of their assets and liabilities to each other, and there are no representations or warranties made by either party to the other, other than those expressly herein set forth.

12. It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions of this agreement and their legal effect are fully understood by each party, and each party acknowledges that the agreement is fair and equitable, is being entered into voluntarily, and is in the best interest of both parties and the minor children.

13. From the date of the execution of this Agreement, neither party will incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required voluntarily or involuntarily to pay a debt incurred by the other party, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorney's fees actually incurred, and the interest actually paid, not to exceed the maximum rate allowed by law.

14. To the extent they have not been previously mentioned in this document, each party agrees to hold harmless and indemnify the other party on all debts currently existing as to any property which becomes titled in that party; similarly, each party agrees to hold harmless and indemnify the other party on any other individual debt.

15. This Agreement is to be construed as a whole, is to be considered an equitable distribution of the joint assets of the parties

and a retention by the parties of property owned by them prior to the marriage, and is in no way to be considered as a sale or transfer of property in return for the relinquishment of any marital rights.

DATED this 25th day of October, 1984.

Jesse Lance Lott
JESSE LANCE LOTT

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 JESSE LANCE LOTT with whom I am personally acquainted and who acknowledged he executed the within instrument for the purposes therein.

Witness my hand and official seal in Nashville, Tennessee, this 25 day of October, 1984.

NOTARY PUBLIC

My commission expires: July 17, 1988.

Eileen Eggert Lott
EILEEN (EGGERT) LOTT

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 EILEEN (EGGERT) LOTT with whom I am personally acquainted and who acknowledged she executed the within instrument for the purposes therein.

Witness my hand and official seal in Nashville, Tennessee, this 25 day of October, 1984.

NOTARY PUBLIC

My commission expires: July 17, 1988.

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 Plaintiff, for which execution may issue if necessary.

THIS 25th day of February, 1985.

MURIEL ROBINSON,
JUDGE

APPROVED FOR ENTRY:

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

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 Ms. Eileen Lott, 3304 Towne Ridge Drive, Antioch, Tennessee 37013, this 14 day of February, 1985.

JOHN D. KITCH

mail
John D. Kitch
atty
1300 Nashboro
37212

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* Twenty-five *day of* February, *19* 85, *in Case Number* 84D-3598 *between* Jesse Lance Lott *Plaintiff, and* Eileen Lott *Defendant, as same remains of record in Book* 142C, *Page* 1988 *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* 1st *day of* April *in the year one thousand nine hundred and* eighty-five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddington *D.C.*

Form #GR-117

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

24.00 MISC.
CHECK 24.00-
4607A04/03/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 9389 I

IDENTIF. REFERENCE

APR 3 9 57 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 121637