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PEARCE L. ROBINSON, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 6543 PAGE 922

SARA KAY LEWIS ERICKSON,

Plaintiff,

vs

Case No. 82D 3391

JOHN DAVID ERICKSON,

Defendant.

MAP PARCEL NUMBERS:
94-8-27
3DZ-38720

FINAL DECREE

This cause came to be heard before the Honorable Muriel Robinson on the 11th day of January 1983 upon the grounds of irreconcilable differences, the parties having entered into a property settlement agreement.

It appearing to the Court from the pleadings, statements of counsel, and testimony of the Plaintiff, that the statutory waiting period has passed, that the parties have entered into a property settlement agreement with regard to the parties' debts, property, and other matters which agreement appears to be fair and equitable to the parties and is approved by the Court and that the parties have in fact had irreconcilable differences as set forth in the statute.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, SARA KAY LEWIS ERICKSON, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person, & Restored to Her MAIDEN NAME Lewis.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement entered into by the parties is approved by the Court and is set forth and made a part of the final decree, to-wit:

LIGMANN & YOUNGBLOOD
Attorneys at Law
311 Plus Park Boulevard
Post Office Box 17283
Nashville, Tenn. 37217
Phone 367-1900

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 19th day of October, 1982, by and between SARA KAY LEWIS ERICKSON hereinafter referred to as "Wife" and JOHN DAVID ERICKSON hereinafter referred to as "Husband", said parties residing at Cambridge Square Apts. 2129, 831 Glastonbury Rd., Nashville, and 1813 Dahlia Dr., Nashville, Davidson County, Tennessee.

WHEREAS, certain irreconcilable differences and difficulties have arisen between the parties and they intend to live separate and apart from each other, and have no expectation of resuming their marital relationship; and,

WHEREAS, the "Wife" has filed a Petition for Absolute Divorce; and,

WHEREAS, the parties now desire to enter into an Agreement respecting all of their rights and obligations arising out of their marital relationship, including their rights as to their real and personal property, debts, and other obligations and to comply with T.C.A. 36-§01, et seq.

NOW THEREFORE, it is agreed, for and in consideration of the sum of One ($1.00) Dollar, cash in hand paid, and other good and valuable considerations, mutual promises and covenants each to the other made, and including the covenants and agreements as provided hereinafter, these considerations, the sufficiency and the receipt of which is hereby acknowledged by the parties, and accordingly, it being mutually understood and agreed between "Husband" and "Wife", as follows:

(1) That the parties shall have the right to live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way, directly or indirectly.

(2) It is further agreed that the parties shall keep any personal property as is presently divided. However, "Husband"

acknowledges that the water bed presently in his possession is "Wife's" property and that she will obtain this at a future date.

(3) It is further agreed that "Husband" shall keep the parties' dwelling and pay "Wife" a total of $5,000.00 equity over a four-year period with escalating payments as follows:

a. First year - $50.00 per month.

b. Second year - $100.00 per month.

c. Third year - $125.00 per month.

d. Fourth year - $142.00 per month.

(4) It is further agreed, and "Wife" does hereby convey to "Husband", all of her rights, title, claim, and interest in and to 1975 Toyota and "Wife" agrees to execute any and all documents necessary to do so without unreasonable delay.

(5) It is further agreed, and "Husband" does hereby convey to "Wife", all of his rights, title, claim, and interest in and to 1982 Escort and "Husband" agrees to execute any and all documents necessary to do so without unreasonable delay.

(6) It is further agreed that both parties shall pay their own personal debts and hold the other harmless from same.

This agreement is not intended nor shall it be construed as an agreement for divorce and if each party shall proceed in their separate actions for divorce, to conclusion, the other party shall have the right to appear in Court and contest such action. And, further, the parties agree that neither party shall have the right to apply to any Court for modification of this agreement unless there has been a substantial or significant change in the circumstances of either party.

Further, it is agreed that this agreement may be submitted for approval by the Court and made a part of the Final Decree.

"Husband" has been advised by "Wife's" attorney regarding his right to seek the services of his own attorney, and that he

is not the attorney for the "Husband".

This agreement shall be binding upon the parties, their heirs, and legal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate, on this the 19th day of October, 1982.

SARA KAY LEWIS ERICKSON /s/
"Wife"

JOHN DAVID ERICKSON /s/
"Husband"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared the within named SARA KAY LEWIS ERICKSON "Wife", with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this the 19th day of October, 1982.

HENRY A. SELIGMANN /s/
Notary Public

My Commission Expires: 8/20/86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared the within named JOHN DAVID ERICKSON "Husband", with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this the 19th day of October, 1982.

HENRY A. SELIGMANN /s/
Notary Public

My Commission Expires: 8/20/86

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Court costs shall be divided equally between the parties for which execution may issue if necessary.

ENTERED this the 11th day of January, 1983.

MURIEL ROBINSON
Judge

J0029 9

IDENTIF. REFERENCE

APR 29 2 25 PM '85

DAVIDSON COUNTY, TN

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished to Mr. John David Erickson, 1813 Dahlia Dr., Nashville, Tennessee 37210, by regular U. S. mail this the 11 day of Jan, 1983.

HENRY A. SELIGMANN
Attorney for Plaintiff

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* eleventh *day of* January, *19* 83, *in Case Number* 82D-3391 *between* Sara Kay Lewis Erickson *Plaintiff, and* John David Erickson *Defendant, as same remains of record in Book* 128B, *Page* 1001 *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* 29th *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 _____, *D.C.*

Form #GR-117