Oct 1981

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JANICE L. HOLDER, CLERK
D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELIZABETH DALE BAUGH)
)
VS.) NO. 83D-2097
)
WENDELL PHILLIP BAUGH, JR.)

Map 115-4
Par 32 ae

FINAL DECREE

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This cause came on to be heard on the 9th day of August, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint filed by the plaintiff, the testimony of the plaintiff, statement of counsel, and from the entire record in this cause, from all of which the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties and that the property settlement is fair and equitable, and that the allegations contained in plaintiff's complaint that irreconcilable differences have arisen between the parties which warrant the granting of a divorce, is fully sustained;

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that plaintiff, Elizabeth Dale Baugh, be, and is hereby awarded an absolute divorce from the defendant, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the property settlement and support agreement heretofore executed by the parties is hereby approved by the Court and each and every provision of said agreement is hereby made a specific order and decree of the Court. The property settlement and support agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into this 12 day of July 1984, by and between Elizabeth Dale Baugh (hereinafter referred to as "Wife"), and Wendell Phillip Baugh, Jr. (hereinafter referred to as "Husband"), both residents of Davidson County, Tennessee;

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WITNESSETH:

WHEREAS, marital difficulties have arisen between the parties in the past and divorce proceedings were instituted against Husband on the grounds of irreconcilable differences on July 7, 1983 in Davidson County.

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be affected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the execution by each of the parties of this agreement and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The parties acknowledge that they have divided their personalty and agree that each party shall retain the property in his or her possession.

2. Wife shall have all right, title and interest in and to the 1978 Oldsmobile automobile which is presently titled in Husband's name. Said title to the automobile shall be transferred free and unencumbered.

3. The parties desire that this agreement be submitted to the Court for ratification and incorporation as part of any final decree of divorce between the parties that may be entered.

4. All children born of this marriage are adults.

5. Each party accepts this agreement in lieu of and in full settlement of all claims against the other.

6. Following the execution of this agreement neither party shall be authorized to act as agent for the other in any transaction, and each agrees that he or she will not incur any debts or obligations for which the other shall be liable or responsible. Each party agrees to indemnify and hold the other party harmless against any and all debts or obligations made or incurred by him or her after the date of this agreement.

EDB/WB

7. Husband shall pay to Wife the sum of One Thousand Dollars ~~($1,000.00)~~ ~~per month as alimony for her support and maintenance until her death or remarriage.~~

8. ~~Wife shall receive ownership, by duly executed warranty deed, of the interest owned by Husband in the river property in Decatur, Alabama.~~ EDB/WB

9. Husband agrees to maintain the policy of life insurance currently possessed and agrees to maintain Wife as beneficiary under said policy. Said policy proceeds shall be made payable to and for the benefit of Wife.

10. Wife shall receive ownership by duly executed warranty deed of the home of the parties located at 747 Greeley Drive, Nashville, Tennessee, including but not limited to the personal belongings contained therein.

11. Each party agrees to pay their own attorney's fees.

12. ~~Husband agrees to pay the court costs incident to this matter.~~ EDB/WB

13. Each party expressly agrees that he or she has entered into this agreement after mutual consideration that consent to the execution of this agreement has not been obtained by duress, fraud, or undue influence of any person, and that no representations of fact have been made by either party to the other, except as herein expressly set forth and that each has full knowledge of the business and affairs, the value of the separate property of the other, and that this agreement is fair and equitable and that it is being entered into voluntarily.

14. This agreement shall be binding upon the respective heirs, next-of-kin, executors, administrators, and assigns of the parties.

15. Each of the parties agree to execute and deliver to the other party any titles or other documents that may be reasonably required to accomplish the intention of this agreement and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and right in such manner, and with such force and effect as shall be necessary to effectuate the terms of this agreement.

16. This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement on the day and year first above written.

Elizabeth Dale Baugh

Elizabeth Dale Baugh

Wendell Phillip Baugh, Jr.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, Elizabeth Dale Baugh, being first duly sworn, make oath that I executed the foregoing Property Settlement Agreement for the purposes contained therein. I further acknowledge that said instrument is understood by me and is reasonable and fair.

This 8 day of June, 1984.

Elizabeth Dale Baugh
ELIZABETH DALE BAUGH

Sworn to and subscribed before me on
this 8 day of June, 1984.

NOTARY PUBLIC

My Commission Expires:

1-19-88

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, Wendell Phillip Baugh, being first duly sworn, make oath that I executed the foregoing Property Settlement Agreement for the purposes contained therein. I further acknowledge that said instrument is understood by me and is reasonable and fair.

This 12 day of July, 1984.

Wendell P. Baugh
WENDELL PHILLIP BAUGH

Sworn to and subscribed before me on
this 12 day of July, 1984.

Sue Doss
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES JANUARY 18, 1987

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and is hereby taxed against the plaintiff, Elizabeth Dale Baugh.

IT IS FINALLY ORDERED, ADJUDGED and DECREED that execution may issue to enforce any provisions of this decree.

Entered this the 14th day of August, 1984.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

TRABUE, STURDIVANT & DeWITT

By _____
HUGH C. HOWSER, JR.,
ATTORNEY FOR PLAINTIFF

I certify that a copy of the foregoing Final Decree has been mailed to the defendant, Wendell Phillip Baugh, Jr., 747 Greeley Drive, Nashville, Tennessee 37205, this 9th day of August, 1984.

J 2 1 6 8 5
IDENTIF. REFERENCE
JUL 10 11 49 AM '85
FELIX Z. WILSON 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* Fourteenth *day of* August, *19* 84, *in Case Number* 83D-2097 *between* Elizabeth Dale Baugh *Plaintiff, and* Wendell Phillip Baugh, Jr. *Defendant, as same remains of record in Book* 138B, *Page* 1221 *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* 18th *day of* July *in the year one thousand nine hundred and* Eighty-Five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Lacy *D.C.*

Form #GR-117