3 1 - 1 of 15

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

'85 JUN 20 AM 11:02

GEORGE L. RECKNER, CLERK

RITA LOUISE WARREN, Wife,	)	D. Baynes D.C.
vs.	)	No. 84D-3764
HERSHELL ARTHUR WARREN, Husband.	)	Map 105-10-238 Parcel

FINAL DECREE

BOOK 6630 PAGE 28

This cause came on to be heard on June 20, 1985 before the Honorable Donald Arkovitz, Special ~~James R. Everett~~, Judge of the Probate Court, upon Wife's Complaint for Absolute Divorce, Husband's Answer and Counter-Complaint having been withdrawn; upon the Property Settlement, Child Custody and Support Agreement, which provides for custody and support of the partie' minor child, provision of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor child; that this Property Settlement, Child Custody and Support Agreement should be approved; and that the ninety-day waiting period, as required by statute has elapsed.

It is therefore ORDERED ADJUDGED AND DECREED that Wife, Rita Louise Warren, be, and is hereby, awarded an absolute divorce from Husband, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

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It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement, Child Custody and Support Agreement heretofore executed by the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

'85 JUN 20 AM 11:02

GEORGE L. ROCKEN, CLERK

D. Bayne D.C.

RITA LOUISE WARREN,)
)
Wife,)
)
vs.) No. 84D-3764
)
HERSHELL ARTHUR WARREN,)
)
Husband.)

BOOK 6630 PAGE 30

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and concluded this 20th day of June, 1985, by and between RITA LOUISE WARREN and HERSHELL ARTHUR WARREN:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration by the parties hereto, agree as follows:

1. Pending Action

The parties acknowledge that Wife has filed a divorce action in the Probate Court for Davidson County, Tennessee, Docket Number 84D-3764, which action is pending.

2. Child Custody

The parties agree that the Wife shall have permanent custody and control of the parties' minor child, Bria Ife Warren.

3. Visitation

Husband shall have the right of visitation every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m. Husband agrees to give Wife forty-eight (48) hours' notice on

those occasions when he will not be exercising his scheduled visitation. He shall also have the right of visitation with the child for two (2) weeks each summer.

The Husband shall have the right of visitation with the child every Christmas from the day after Christmas for one week or until the child's school resumes.

The Husband shall have the child for Father's Day each year. The Wife shall have the child for Mother's Day each year.

4. Child Support

It is agreed that the Husband shall pay to the Wife as child support One Hundred Fifty Dollars ($150) every two (2) weeks beginning upon entry of the Final Decree. One year after entry of the Final Decree, child support shall be increased to Two Hundred Dollars ($200) every two (2) weeks. Each party agrees to pay one-half the cost of any extra-curricular activities for the parties' minor child. Each party further agrees to pay one-half the cost of school tuition for the parties' minor child, with Husband's one-half payment to be made to Wife at the time payment is due to the school.

5. Life Insurance

It is agreed that the Husband and Wife shall each obtain and maintain life insurance on themselves in the amount of One Hundred Thousand Dollars ($100,000) and shall maintain the minor child as sole beneficiary for so long as she is a dependent.

6. Health Insurance

It is agreed that the wife shall obtain and maintain hospitalization and health insurance on the minor child of the parties. The parties shall each pay one-half (1/2) of all healthcare expenses of whatever kind not paid by insurance, including but not limited to the cost of medicines, drugs, therapy, eyecare, orthodontry, and appliances for said child. Wife shall, however, discuss the same with Husband, where the circumstances permit, before incurring any extraordinary medical or dental expenses.

7. Real Property

Husband hereby agrees that all of his right, title, and interest in and to the home property now owned by the parties as tenants by the entireties and known as 743 Roycroft Place, shall be divested out of him and vested solely in the wife. Said property is described as follows:

> Land in Davidson County, Tennessee being Lot No. 26 on the plan of C.S. Caldwell's Roycroft Addition, as of record in Book 332, page 37, Register's Office for said County.
>
> Said Lot No. 26 fronts 50 feet on the southerly side of Roycroft Avenue and runs back between parallel lines, with the westerly margin of Ridley Boulevard 150 feet to an alley.
>
> Being the same property conveyed to Hershell A. Warren and wife, Rita L. Warren by deed from William P. Deveaux and wife, Patricia Ann Deveaux of record in Book 5658, page 733, Register's Office for Davidson County, Tennessee.

Husband shall, by such documents as may be necessary and at Wife's sole expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, to said home property now owned by them as tenants by the entireties.

Wife shall assume and pay in accordance with its terms, the existing mortgage and shall indemnify and hold Husband harmless upon any and all liability in connection with said mortgage.

Upon sale of the said real property, Husband shall receive twenty percent (20%) of the net value at the time of the sale, except that his twenty percent (20%) shall be reduced by one-half the cost of necessary repairs made during the time Wife owned the property, and also reduced by one-half the cost of improvements agreed upon by the parties to be made to increase the value of the house. Wife shall receive the balance of the net proceeds of sale out of which she shall pay one-half the cost of necessary repairs and improvements if she has not already paid them.

8. Airline Ticket

Husband shall pay Wife Two Hundred and Seventy-five Dollars ($275) for daughter's Five Hundred and Nine Dollars ($509) airline ticket to visit Husband's mother in 1984, which sum represents the one-half (1/2) amount he agreed to pay plus the interest incurred because he did not do so. Said sum shall be paid within thirty (30) days after entry of the Final Decree.

9. Personal Property

a. The parties agree that the personal property and household furnishings that each brought into the marriage shall be the sole and separate property of that person.

b. The following items acquired during the marriage shall be divided as listed:

Wife	Husband
Bria's Bedroom Furnishings	Couch
Stove	Breakfast Set
Refrigerator	Living Room Chair
Washer and Dryer	Items in Husband's Study
Dining Room Furniture	Mattress and Box Springs
Piano	

10. Automobiles

a. The Wife hereby agrees that all of her right, title, interest, and equity in the 1983 Toyota Camry, Serial Number JT2SV16E6D0009996, shall be divested out of her and vested solely in the Husband.

Husband agrees to assume full responsibility for the payment of the indebtedness due on said automobile to Citizens Bank and shall hold Wife harmless on the same.

b. The Husband hereby agrees that all of his right, title, interest, and equity in the 1982 Toyota Corolla, Serial Number JT2TE75S3C0797858, shall be divested out of him and vested solely in the Wife.

Wife agrees to assume full responsibility for the payment of the indebtedness due on said automobile to Citizens Bank and shall hold Husband harmless on the same.

11. Home Property

Husband agrees to move from the home property no later than June 30, 1985.

12. Creation of Liabilities

Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

13. Necessary Documents

Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, 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 rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

14. Court Costs

Any court costs incurred as a result of the pending action for absolute divorce shall be paid equally by Husband and Wife, and in any event, Husband shall pay at least Thirty-seven Dollars and 50/100 ($37.50) of the court costs.

15. Enforcement

In the event of a party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement, including, but not limited to, court costs and attorney's fees.

16. Full and Final Settlement

The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and

both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

17. Voluntary Agreement

It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures on the date(s) herein mentioned.

Rita Louise Warren
RITA LOUISE WARREN

Hershell A. Warren
HERSHELL ARTHUR WARREN

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, RITA LOUISE WARREN, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing agreement for the purposes contained therein.

Sworn to and subscribed before me this 20th day of June, 1985.

Mary Frances Fyfe
NOTARY PUBLIC

My Commission Expires: 11-28-87.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, HERSHELL ARTHUR WARREN, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing agreement for the purposes contained therein.

Sworn to and subscribed before me this 17th day of JUNE, 1985.

NOTARY PUBLIC

My Commission Expires: 1-19-88.

It is further ORDERED, ADJUDGED AND DECREED that all costs of this cause shall be, and are hereby, taxed against Husband and Wife equally.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any provisions of this Decree.

Enter this the 20th day of June, 1985.

Special JUDGE

APPROVED FOR ENTRY:

Mary Frances Lyle
MARY FRANCES LYLE
Attorney for Plaintiff

RUSH

IDENTIFICATION REFERENCE
28417

AUG 14 10 56 AM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to Mr. Richard Manson, Attorney for the Husband, 939 Jefferson, Suite 200, Nashville, Tennessee 37208 this 20th day of June, 1985.

Mary Frances Lyle
MARY FRANCES LYLE

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* Probate ~~Circuit~~ *Court for Davidson County, Tennessee, on the* 20th *day of* June, *19* 85, *in Case Number* 84D-3764 *between* RITA LOUISE WARREN, *Plaintiff, and* HERSHELL ARTHUR WARREN, *Defendant, as same remains of record in Book* 31A, *Page* 215 *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* August *in the year one thousand nine hundred and* eighty-five *and in the* two hundred tenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Rowland, *D.C.*

Form #GR-117