BOOK 6656 PAGE 807

IN THE COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

Map 103-4
Par 315
104-1 par 103
104-1 par 104 Ja

JOHN BLAINE LIVINGSTON,]
Plaintiff,]
]
VS.] NO. C-4310
]
GLENOLA LIVINGSTON,]
Defendant.]

FILED 10-3-84
BK50 PG 16-20
HERBERT

RECEIVED 10-2-84 km

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 3rd day of Oct, 1984, before the Honorable Denmark Bell, Judge, upon the original Petition of the Complainant, testimony of the Complainant, statement of counsel for the Complainant, and the entire record in this cause, from all of which the Court finds:

That the parties were married on July 19, 1981, in Davidson County, Tennessee; that the Petition herein was filed on May 29, 1984, service having been waived by statute, said date being more than sixty (60) days prior to the date of the hearing; that at the hearing of this cause the facts charged in the Petition were proven to be true; that is, that irreconcilable differences exist between the parties to the extent that further cohabitation as husband and wife is no longer possible or proper.

The Court has also examined the Property Settlement Agreement entered into by the parties and the Court affirmatively finds from said agreement that the parties have made adequate and sufficient provision by written agreement for equitable settlement of any and all property rights between them.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court that the bonds of matrimony heretofore existing and subsisting between the complainant, John Blaine Livingston, and the defendant, Glenola Livingston, should be, and hereby are, forever and perpetually dissolved, and the Complainant is hereby granted an Absolute Divorce from the defendant and the parties are restored to all of the rights and privileges of an unmarried person.

It is further **ORDERED** that the Property Settlement Agreement entered into by the parties is hereby approved and **ORDERED** incorporated herein by reference, signed original having been filed with this Honorable Court with the original Petition.

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

FILED 5-29-84 / 3:50

ENTERED _____

JOE HERBERT _____ dl

JOHN BLAINIE LIVINGSTON,

Plaintiff

VS

NO. 04310

GLENOLA LIVINGSTON,

Defendant

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into this ___ day of _____, 1984, by and between GLENOLA LIVINGSTON, hereinafter referred to as "wife" and JOHN BLAINE LIVINGSTON, hereinafter referred to as the "husband"; both parties being residents of Williamson County, Tennessee.

WITNESSETH:

THIS AGREEMENT is being entered into in anticipation of the husband filing a complaint for an absolute divorce in the near future in that the parties acknowledge that because of irreconcilable differences that have developed between them during the course of their marriage and are desirous of settling issues which might be in controversy in said suit relating to division of property and alimony, husband shall proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences as provided by T.C.A. §36-801 as amended, et seq and he shall present this Agreement to the Court for approval in any judgment or decree which may be entered in such action or proceeding and this Agreement shall be merged in such judgment or decree.

NOW THEREFORE, in consideration of the terms, coveanants and provisions hereinafter set forth, wife and husband agree as follows:

1. If the child of the parties continues his college education, through medical school, the husband accepts the obligation for his college tutitioni so long as the child attains satisfactory grades in an accredited college or university.

2. The wife shall receive the sole ownership of the 1983 Grand Prix automobile and the husband shall be divested of all right, title and interest in and to said automobile.

The husband further agrees to furnish the wife all of her gasoline for her automobile from Green Hills Gulf Service Station for so long as he owns the same, and the wife remains unmarried.

3. The son of the parties, Michael Livingston, shall receive the sole right, title and interest in and to the Pontiac Firebird automobile and the husband shall be divested of all right, title and interest thereon. Husband shall pay the remaining indebtedness on said automobile and hold the wife and his son, Michael, harmless thereon and indemnify them from any losses therefrom.

4. The wife will receive the full owernship of the Certificate of Deposit held at Metropolitan Federal Savings and Loan Association in the amount of Twenty-Thousand and No/100 ($20,000.00) Dollars in principal plus interest, and the husband is divested of any right, title and interest which he may have in the same.

5. The wife shall receive all of the parties' household furnishings, appliances and furniture presently located at their residence. The husband shall be divested of any right, title or interest which he may have in the same.

6. That all right, title and interest in and to the real estate known as Route 7, Hillview Street, Franklin, Williamson County, Tennessee, is divested out of husband and all right, title and interest in and to said real estate is hereby vested in the wife, said real estate being more particularly described to wit:

> Land in the 8th Civil District of Williamson County, Tennessee, being Lot No. 148 on the Plan of Hillsboro Acres, as of record in Plat Book 2, Page 80, as corrected in Plat Book 3, Page 35, Register's Office for Williamson County, Tennessee, described as follows:
>
> Beinning at a point in the northerly margin of Hillview Drive at the common corners of Lots Nos. 147 and 148; thence with the line between said lots, northwardly 170.8 feet to a point in the rear line of Lot No. 122; thence with the rear line of Lot No. 122 eastwardly 119.8 feet to a point at the rear corners of Lots Nos. 122 and 123; thence with the line between Lots 123 and 148 southeastwardly 130.4 feet to a point in the westerly margin of Ridgecrest Drive; thence with the margin of same southwardly 150.0 feet to a concrete monument at the beginning of a curve to the right having a radius of 25.0 feet; thence around said curve southwestwardly 39.27 feet to a concrete monument in the northerly margin of Hillview Drive; thence with the margin of same, westwardly 175.0 feet to the point of beginning.
>
> Being the same property conveyed to John B. Livingston and wife, Glenola Livingston by deed from Hillsboro Homes, Incorporated of record in Book 160, Page 12, Register's Office for Williamson County, Tennessee.

Husband shall continue to make the mortgage payments on said real estate until the same is paid in full and that the husband shall hold the wife harmless for said indebtedness and indemnify her for any losses therefrom.

Husband shall execute such documents as necessary to transfer title to said property from the joint names of husband and wife to the wife's name only as her sole and separate property.

7. That the husband shall assume responsibility for the maintenance (oridinary wear and tear) of the real property located at Route 7, Hillview Street, Franklin, Williamson County, Tennessee, until such time as the mortgage is paid in full or the wife shall die or remarry, whichever occurs first. Husband shall also pay said mortgage.

8. That the parties presently own real property known as 5238 Murfreesboro Road, LaVergne, Rutherford County, Tennessee, which has a substantial mortage in the approximate amount of $55,000.00. That the wife is divested of all right, title and interest in and to said real property and the husband is vested with all right, title and interest in and to said property, said real estate more particularly described to wit:

> Beginning at a steel pin in the south line of U. S. 41, being N. 78^0 W 1013 feet along said south line from the northeast corner of the Buchanan Farm; thence S 12^0 W 190 feet; thence N 78^0 W 91 feet; thence N. 121^0 E. 190 feet; thence S. 78^0 E. 91 feet to the point of beginning.
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> Being the same property conveyed to John Livingston and wife, Glenola Livingston by deed from Edith Ann Pitts as of record in Book 22, Page 188, Registers's Office for Rutherfor County, Tennessee.

Wife shall execute such documents as necessary to transfer title to said property from the joint names of husband and wife to husband's name only as his sole and separate property, and husband shall assume any indebtedness thereon.

9. That the parties presently own real property known as 3913 Creekside, Nashville, Davidson County, Tennessee, which has a substantial mortgage in the approximate amount of $16,000.00. That the wife is divested of all right, title and interest in and to said real property and the husband is vested with all right, title and interest in and to said property, said real estate more particularly described to wit:

> Land in Davidson County, Tennessee, being Lot No. 53 on the Plan of Locustwood, Section 5, as of record in Book 2663, Page 43, Register's Office for said County.
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> Said Lot No. 53 fronts 80 feet on the westerly side of Creekside Drive and extends back 158.8 feet on the northerly line and 173 feet on the southerly line to a dead line measuring 82.6 feet thereon.
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> Being the same property conveyed to John Livingston and wife, Glenola Livingston by Quitclaim Deed from LaDon Baltimore, Trustee as of record in Book 5201, Page 277, in the Register's Office for Davdison County, Tennessee.

Wife shall execute such documents as necessary to transfer title to said property from the joint names of husband and wife into husband's name only as his sole and separate property, and husband shall assume any indebtedness thereon.

10. Husband and wife have an interest in real property located at 1925 Warfield, Nashville, Davidson County, Tennessee, which has a substantial mortgage in

the approximate amount of $25,000.00. That the wife is divested of all right, title and interest in and to said real property and the husband is vested with all right, title and interest in and to said property, said real estate more particularly described to wit:

> Land In Davidson Couny, Tennessee, being Lot No. 22 on the Map of Colonial Heights, of record in Book 1130, Page 102, Register's Office for said County.
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> Said Lot No. 22 fronts 119.2 feet on the southerly side of Warfield Drive as measured around a curve, and runs back between lines, 220 feet on the east line, and 231.3 feet on the West line to a dead line in the rear on which it measures 37 feet.
>
> Being the same property conveyed to John Blaine Livingston and wife, Glenola D. Livingston and Beverly Gerald Livingston and wife, Bobbie S. Livingston, by deed from Eunice Notgrass Cooper of record in Book 4818, Page 267, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to the Plan of record in Book 1130, Page 102, said Register's Office, shows an owner's certificate, a 40 foot minimum building setback line from Warfield Drive, and a 10 foot easement for public utility purposes along the rear line of said lot.

Wife agrees to execute any and all documents that may become necessary to release any and all interests which she may have in said real property and husband agrees to assume responsibility and hold wife harmless for any mortgage associated with said property and agrees to indemnify wife from any losses therefrom.

11. Husband has an interest in real property located at Route #1, Valley Forge, Tennessee, which has a value of approximately $10,000.00. Wife agrees to execute any and all documents that may become necessary to release any and all interests, if any she has, in said real estate and husband agrees to assume responsibility and hold wife harmless for any debts associated with said property and agrees to indemnify wife from any losses therefrom.

12. Further, husband in partnership with others owns interest in eight (8) separate tracts of real estate in Davidson County, Tennessee, and wife is divested of any right, title and interest which she may have in same and the husband is vested with the sole right, title and interest in the real estate described and further, husband is to be solely liable for any indebtedness on such real estate and hold the wife harmless therefor. Said real estate is described more particularly, to wit:

> **TRACT I:**
> Land in Davidson County, Tennessee, being Lot No. 7 on the Revised Plan of Valley View Subdivision, Section 1, as of record in Book 2331, Page 88, R.O.D.C. Said Lot No. 7 fronts 50 feet on the south side of Sentinel Drive and runs back between parallel lines, 150 feet to the north right of way of the N.C. & St. L. Railroad.
>
> **TRACT II:**
> Being Lot No. 8 on the Revised Plan of Valley View Subdivision Section 1 of record in Book 2331, Page 88, R.O.D.C. Said Lot No. 8 fronts 50 feet on the south side of Sentinel

Drive and runs back between parallel lines 150 feet to the north line of the N.C. & St. L. Railroad.

TRACT III:
Land in Davidson County, Tennessee, being Lot No. 14 on the second Revised Plan of Valley View Subdivision Section 1, as of record in Book 2331, Page 113, R.O.D.C. Said Lot No. 14 fronts 50 feet on the south side of Sentinel Drive and runs back between lines 148.8 feet on the west line and 149.1 feet on the east line to the north line of the right of way of the N.C. & St.L. Railroad on which it measures 85 feet thereon.

TRACT IV:
Land in Davidson County, Tennessee, being Lot No. 58 on the Plan of Lockeland Subdivision of the Chadwell Home Place of record in Book 57, Page 135, R.O.D.C. Said Lot No. 58 fronts 50 feet on the northerly side of Woodland Street and runs back between parallel lines 170 feet to an alley.

TRACT V:
Being the westerly 17.45 feet front and 13.4 feet rear of Lot No. 83 on the Map of Hortense Place, of record in Book 161, Page 167, Register's Office for said County, and the easterly 30.4 feet front and 47.45 feet rear of Lot No. 1 of Block 16, Charlotte Park Company's Second Addition, as of record in Book 57, Page 160, said Register's Office, and shown as an unnumbered lot on a plat by Norris H. Hickerson, Surveyor, September 21, 1950, showing a re-subdivision of Lots Nos. 1, 2 and 3 of Block 16 of said Charlotte Park Company's Second Addition, and said westerly part of Lot No. 83 on the Map of Hortense Place, said plat of said re-subdivision being unrecorded.

Beginning at an iron pin in the north margin of Elkins Avenue, 198 feet westerly from the westerly margin of 33rd Avenue, North; thence north 1 deg. 30' east 150.5 feet to an iron pin in the south margin of an alley, 202.1 feet westerly from said westerly margin of 33rd Avenue, North; thence with the margin of said alley, westerly 60.85 feet to a point; thence south 3 deg. east 150 feet to a point in the north margin of Elkins Avenue; thence with the margin of said Avenue, easterly 47.85 feet to the beginning.

TRACT VI:
Being the westerly 41 feet of Lot No. 1 and the easterly 6 feet of Lot No. 2 of Block 16, Charlotte Park Company's Second Addition as of record in Book 57, Page 160, said Register's Office and shown as Lot No. 1 on an unrecorded plat made by Norris H. Hickerson, Surveyor, September 21, 1950, showing re-subdivision of Lots Nos. 1, 2 and 3 of Block 16 of said Charlotte Park Company's Second Addition, and the westerly part of Lot No. 83 on the Map of Hortense Place, of record in Book 161, Page 167, said Register's Office and described according to said plat of resubdivisions as follows: Beginning at a point in the north margin of Elkins Avenue, 245.85 feet westerly from the westerly margin of 33rd Avenue, North; thence north 3 deg. W 150 feet to a point in the south margin of an alley, 262.86 feet westerly from said westerly margin of 33rd Avenue, North; thence with the margin of said alley, westerly 47 feet to a point; thence south 3 deg. east 150 feet, parallel to the original line between Lots 1 and 2 of said Block 16, , to a point in the north margin of Elkins Avenue; thence with the margin of said Avenue, easterly 47 feet to the point of beginning.

TRACT VII:
Land in Davidson County, Tennessee, being the westerly 44 feet of Lot 2 and the easterly 3 feet of Lot 3, of Block 16, Charlotte Park Company's 2nd Addition, as of record in Book 57, Page 160, Register's Office for said County, and shown as Lot No. 2 on an unrecorded plat made by Norris H. Hickerson, Surveyor, September 21, 1950, showing re-

subdivision of Lots Nos. 1, 2 and 3 of Block 16 of said Charlotte Park Company's 2nd Addition, and the westerly part of Lot No. 83 on the Map of Hortense Place, of record in Book 161, Page 167, and described according to said plat of resubdivision. Beginning at a point in the north margin of Elkins Avenue, 292.85 feet westerly from the westerly margin of 33rd Avenue, North, being 6 feet west of the common corner of said original Lots Nos. 1 and 2 of Block 16; thence North 3 deg. west 150 ft. to the south margin of an alley; thence westerly 47 feet to a point 3 feet west of the common corner of the original Lots 2 and 3 of Block 16; thence south 3 deg. east parallel to said original Lot line 150 feet to the north margin of Elkins Avenue; thence with the margin of said Avenue easterly 47 ft. to the point of beginning.

TRACT VIII:
Being the westerly 47 feet of Lot No. 3, Block 16, Charlotte Park Company's Second Addition, as of record in Book 57, Page 160, Register's Office for said County, described as follows: Beginning at a point in the north margin of Elkins Avenue, at an iron pin 339.85 feet west of the westerly margin of 33rd Avenue, North, being 3 feet west of the common corner of the original Lots 2 and 3 of Block 16; thence North 3 deg. west parallel to said original Lot Line, 150 feet to a point in the south margin of an alley; thence westerly with the margin of said alley, 47 feet to an iron pin; thence south 3 deg. east 150 feet along the common line between Lots 3 and 4 of said Block 16, to an iron pin in the north margin of Elkins Avenue; thence with the margin of said Avenue easterly 47 feet to the beginning.

12. Wife is divested of all right, title and interest, if any she has, in the following:

(a) Thunder Fiberglass, Inc.

(b) L & N Co.

Husband is vested with all right, title and interest in and to the above listed business interests and the wife shall execute such documents necessary to release any and all interest she may have in the same, and the husband agrees to assume all indebtedness on the same and hold the wife harmless thereon and indemnify her from any losses.

Husband owns in partnership with others real estate commonly known as 104 Spence Lane, Nashville, Davidson County, Tennessee, and the wife is divested of any right, title and interest which she may have in the same and the husband is vested with the sole right, title and interst of said real estate.

The husband owns a corporation known as Livingston's Green Hills Gulf, Inc. That the husband agrees that in the event said business is ever sold that he will give to the wife ten (10%) percent of the net proceeds of said sale, after the deduction of all of the costs of said sale, indebtednesses on said business are paid and the payment of all taxes owing by the husband and/or corporation as a result of said sale, including, but not limited to, federal, state and local income taxes.

13. That the husband shall furnish on his life a life insurance policy in the face amount of $70,000.00, which the husband pays the premium for, and the husband names the wife as the benefificary of said policy.

14. That the husband presently has on the life of the parties' son and insurance policy with Mid West Insurance Company in the fact amount of $10,000.00. That the husband shall continue to pay the premiums for said life insurance policy and the wife shall continue to remain as the beneficiary thereof.

15. That the wife shall be permitted to claim the parties son as a dependent on her federal income tax return.

16. Husband is to pay the costs of this cause for which execution may issue if necessary.

17. Husband and wife accept the provisions of this Agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may 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's 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 proeprty of the other party whether now or hereafter by such other party.

18. It is further 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. Each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

19. That the wife specificially understands and agrees that Richard R. Clark, Attorney, represents her husband, John Blaine Livingston, in this matter and in this Agreement, and that in no way has Richard R. Clark represented her nor has he made any representations concerning this Agreement or any other matters in which Glenola Livingston has relied upon and that in fact, Richard R. Clark has advised Glenola Livingston to seek legal counsel for herself if she so desires.

IN WITNESS WHEREOF, I have hereunto set my hand to this Agreement on this 10th day of May, 1984.

John Blaine Livingston

JOHN BLAINE LIVINGSTON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10th DAY OF MAY, 1984.

Brenda M. Yates

NOTARY PUBLIC

MY COMMISSION EXPIRES:

4-20-86

IN WITNESS WHEREOF, I have hereunto set my hand to this Agreement on this 7 day of May, 1984.

Glenola Livingston

GLENOLA LIVINGSTON

STATE OF TENNESSEE

COUNTY OF Davidson

SWORN TO AND SUBSCRIBED BEFORE ME THIS 7 DAY OF MAY 1984.

Betty H. Gilbert

NOTARY PUBLIC

MY COMMISSION EXPIRES;

My Commission Expires OCT. 19, 1986

VANDERBILT UNIVERSITY
NASHVILLE, TENNESSEE

It is further ORDERED that the Complainant, John Blaine Livingston, shall pay the costs of this cause, and execution may issue for any or all of the above.

Entered this 3rd day of October, 1984.

Denmark Bell, Judge

APPROVED FOR ENTRY:

Richard R. Clark
Attorney for Complainant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce was mailed to the defendant, Glenola Livingston, Route 7, Hillview Street, Franklin, Tennessee, 37064, on this 26 day of September 1984.

Richard R. Clark

36585 IDENTIFICATION REFERENCE SEP 16 9 33 AM '85 FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

OFFICE OF CIRCUIT COURT CLERK

For Williamson County, Tennessee

I, Joe Herbert, Clerk of said Court, do hereby certify that the foregoing is a true, perfect and complete copy of the Final Decree of said court, pronounced October 3 term, 19 84, in the case of John Blaine Livingston against Glenola Livingston as appears of record now on file in my office, in Minute Book 50 on page 16 - 20.

In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office at Courthouse at Franklin, on this, the 12th day of September 19 85.

Clerk

By D. C.