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GEORGE L. ROOKER, CLERK

D. Bayne D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

MADORA ANNE CHAFFIN,

Wife

VS.

ROBERT WILLIAM CHAFFIN,

Husband

NO. 84D-3809

Map 128-14
Par 10 Is

FINAL DECREE

BOOK 6857 PAGE 604

This cause came on to be heard on July 16, 1985, before the Honorable James R. Everett, Jr., Judge, upon Wife's complaint and Husband's counterclaim for absolute divorce. It appears to the Court that the parties now desire the case to proceed on the ground of irreconcilable differences. Counsel for Wife has moved the Court to permit Wife to withdraw her complaint so that the case can proceed on Husband's counterclaim. It appears that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights between them, and that Husband is entitled to an absolute divorce from Wife on the ground of irreconcilable differences.

IT IS, THEREFORE, ORDERED AS FOLLOWS:

(1) That Wife's complaint be withdrawn, and that the case proceed on Husband's counterclaim.

(2) That Husband, Robert William Chaffin, be awarded an absolute divorce from Wife, Madora Anne Chaffin, on the ground of irreconcilable differences, and that the parties be restored to all the rights and privileges of unmarried persons.

(3) That the property settlement agreement affixed hereto be approved and made the Order of this Court.

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PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Madora Anne Chaffin ("Wife"), has filed an action for absolute divorce against Robert William Chaffin ("Husband"), in the Probate Court for Davidson County, Tennessee, entitled Madora Anne Chaffin v. Robert William Chaffin, Docket No. 84D-3809, and

WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Property Settlement Agreement and tender same to the Court for approval should a divorce be granted in this cause; and

WHEREAS, both parties are aware of their possessions and obligations to one another and their legal rights;

NOW, THEREFORE, in consideration of the mutual premises made herein, the parties agree as follows:

1. REAL PROPERTY.

a. Description. The parties own as tenants by the entireties a residence located at 8056 Sawyer Brown Road, Nashville, Tennessee. This property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Harpeth Park, Section 1, of record in Book 3600, page 92, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 10 fronts 90.0 feet on the easterly side of Sawyer Brown Road and runs back between lines 182.08 feet on the north side and 170.0 feet on the south side, to a line in the rear on which it measures 90.72 feet.
>
> Being the same property conveyed to Robert W. Chaffin and wife, Madora A. Chaffin, by deed from Coleman Realty Company, of record in Book 3977, page 498, Register's Office for Davidson County, Tennessee.

b. Disposition. The parties agree that Husband will be divested of his ownership interest in the above-described property, and that ownership thereof will be vested solely in Wife.

c. Wife's Obligations. Wife agrees to be solely responsible for paying any remaining indebtedness owed on the aforesaid property, and to pay for all maintenance and repairs thereon.

2. PERSONAL PROPERTY.

a. Automobile. Wife will receive the 1981 Oldsmobile automobile, and she will be responsible for maintaining insurance on same.

b. Retirement Benefits. Wife agrees to make no claim to any portion of pension or retirement benefits which Husband is now, or may later become, entitled to receive from the State of Tennessee or from P and C Bituminous Coal, Inc.

c. Cash and Similar Assets. Each party will receive bank accounts which are in his own name. Each party will receive any Individual Retirement Account (IRA) which is in his own name. Husband will receive his two municipal bonds valued at approximately $1,005.00 each. He will receive all money in his DHS Credit Union Account, and all money in his Hermitage Credit Union Account.

d. Other Personalty. Each party will receive his own clothing and personal effects. The parties have divided their furniture, furnishings, appliances, and other personalty, and each agrees to make no claim to ownership rights in personal property which is in the possession of the other except that wife will turn over to Husband within one week of the date of entry of this Order the entire set of wheat china and large roaster belonging to Husband's aunt and heretofore removed from the parties' former residence by Wife.

3. DEBTS. Each party agrees to be solely responsible for his own debts, present and future, and each party agrees to hold the other harmless from liability on such debts.

4. ALIMONY. Beginning in August, 1985, Husband will pay to Wife the sum of $1,100.00 per month as alimony with $550.00 being paid on or before the 15th of each month and $550.00 being paid on or before the last day of each month. He will make twenty-four (24) such payments for twelve (12) months with the last payment being due in July, 1986. On or before the 15th day of each calendar month beginning in August, 1986, Husband will pay Wife the sum of $500.00 as alimony. He will make such payments for 60 months. Husband's alimony obligation will terminate after the payment of the amounts described in this paragraph for a total of six (6) post-divorce years or if the Wife dies or remarries within the aforesaid six year period it shall terminate. Wife will include said payments in her tax returns and husband will deduct same in his tax returns.

5. SECURITY FOR ALIMONY PAYMENTS. Husband's alimony obligation to Wife, a set forth in the preceding paragraph, amounts to $43,200.00. To secure the payment of this amount in full, Husband agrees to name Wife as beneficiary of his Covenant Life term insurance policy (# 2H0068787). Wife will be a beneficiary of this policy only to the extent necessary to secure the alimony payments which she is entitled to receive. Thus, prior to Husband's first alimony payment on or before August 15, 1985, Wife will be a beneficiary of such policy in the full amount of $43,200.00. For each succeeding month, Wife would be entitled to recover a reduced amount until Husband's alimony obligation is paid in full. Husband agrees to furnish counsel for Wife the proof that Wife has been made his insurance beneficiary, as described herein, and he further agrees to instruct his insurer to notify counsel for Wife in the event of non-payment of premiums or attempted change of beneficiary.

6. SEPARATE TAX RETURNS. The parties agree that they will file separate tax returns beginning in the tax year 1985.

7. ATTORNEY FEES. Husband agrees to pay to John M. L. Brown, counsel for Wife, the sum of $2,500.00 as a fee for his services in this cause, for which amount execution may issue if necessary. Said sum shall be paid in installments as agreed upon by the parties or as ordered by the Court.

8. COSTS. The costs of this cause will be taxed equally to the parties.

9. FULL SETTLEMENT OF PROPERTY RIGHTS. This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to do all things necessary to carry out the full intent and purpose of this agreement. The parties agree that this agreement, if approved by the Court, may be filed in this cause and fully incorporated in any final decree entered therein. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other and the same is entered into voluntarily by the parties.

IN WITNESS WHEREOF, the parties set their signatures below.

Madora Anne Chaffin
MADORA ANNE CHAFFIN

Robert William Chaffin
ROBERT WILLIAM CHAFFIN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 30th day of July, 1985, before me personally appeared Madora Anne Chaffin, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Rebecca E. Calvert
Notary Public
My Commission Expires: 7-17-88

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 29th day of July, 1985, before me personally appeared Robert W. Chaffin, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Carol D. Cuby
Notary Public
My Commission Expires: 10/20/85

IT IS FURTHER ORDERED that the costs of this cause be divided equally, as provided in the property settlement.

This 5' day of ~~July~~ Aug, 1985.

JUDGE

APPROVED FOR ENTRY:

C. HAYES COONEY
Attorney for Husband
18th Floor, First American Center
315 Deaderick Street
Nashville, Tennessee 37238-0110

JOHN M. L. BROWN
Attorney for Wife
932 Stahlman Building
Nashville, Tennessee 37201

mail

IDENTIFICATION REFERENCE
SEP 16 3 05 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
136883

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* Fifth *day of* August, *19* 85, *in Case Number* 84D-3809 *between* Madora Anne Chaffin *Plaintiff, and* Robert William Chaffin *Defendant, as same remains of record in Book* 31B, *Page* 1108 *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* 16th *day of* September *in the year one thousand nine hundred and* Eighty-Five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Leary *D.C.*

Form #GR-117