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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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GEORGE L. HOOKER, CLERK

K. Langford D.C.

SARAH ANN SOSH,)
)
Plaintiff,)
)
vs.) No. 85D-1449
)
JOSEPH RAY SOSH,)
)
Defendant.)

63-2

38 BOOK 6666 PAGE 164

FINAL DECREE

This cause came on to be heard on the 16th day of September, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the plaintiff. Upon hearing the testimony of plaintiff, statements of counsel for plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences;

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Sarah Ann Sosh, is hereby awarded an absolute divorce from the defendant, Joseph Ray Sosh, on the grounds of irreconcilable differences, T.C.A. §36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor child at this time. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement, made and entered into on this the 23rd day of May, 1985, by and between SARAH ANN SOSH, hereinafter referred to as "Wife," and JOSEPH RAY SOSH, hereinafter referred to as "Husband," both being residents of Nashville, Davidson County, Tennessee.

WHEREAS, the parties were married in Davidson County, Tennessee, on June 18, 1966, and

WHEREAS, the parties have two children, Scarlett Robin Sosh, age 21, and Joseph Heath Sosh, age 12, and

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, being SARAH ANN SOSH vs. JOSEPH RAY SOSH, bearing docket number 85D-1449, and

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, child custody and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights in question and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The Wife shall have custody of the minor child born of the parties' marriage, Joseph Heath Sosh, with the Husband having visitation privileges with the parties' minor child every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m. The parties shall be entitled to alternate visitation on all major holidays and birthdays of the child.

2. To assist with the care, support and maintenance of said minor child, Husband shall pay direct to Wife the sum of FIFTY-DOLLARS ($50.00) per week. In addition, all life insurance on the Husband's life in effect on the date of this Agreement shall be maintained and kept in full force and effect by Husband and the minor child shall be the primary beneficiary of said policy or policies until he reaches his majority, and all hospitalization and/or health insurance in effect on the date of this Agreement shall be maintained and kept in full force and effect by the Husband for the benefit and protection of the minor child.

3. The parties acknowledge that they are owners, as tenants by the entirety, of improved real property located at 1537 Mohawk Trail, Madison, Davidson County, Tennessee, and which is more fully described in Exhibit A attached to this Agreement and incorporated herein as if fully set forth. The Husband and Wife agree that the Husband shall transfer all of his right, title and interest in said property to the wife at the time this Property Settlement Agreement is executed, so that the property shall become the sole property of the Wife. The Wife further agrees thereafter to be solely responsible for and to pay the remaining mortgage or mortgages against said property from and after the time of such conveyance until said mortgage or mortgages shall be paid in full. The Wife shall be responsible for payment of all maintenance, repairs and upkeep for the property from the date of the execution of this Agreement.

4. All right, title and interest in and to the household furnishings currently located in the home of the parties will be the sole and absolute property of the Wife.

5. All right, title and interest in and to the 1976 Chevrolet Laguna will be vested absolutely in the Wife. All right, title and interest in and to the 1971 Chevrolet Malibu, the 1980 Crew Cab Truck, and the 1931 Ford Roadster body will be vested absolutely in the Husband. The Husband shall be entitled to all tools and equipment which he utilizes in the pursuit of the hobby of racing cars.

6. The parties agree that they have made a division of all the remaining personal and household furnishings owned by the parties. Each party shall retain their personal belongings, effects, clothing and jewelry, and each party agrees to relinquish any claim to the property of the other.

7. The parties agree that they shall execute such documents as may be necessary to cause the transfer of title of all personal and real property in accordance with this Agreement.

8. The parties agree that the provisions contained in this Agreement provide for the fair and equitable settlement of the property rights of the parties, and it is executed as the free and voluntary act of each of the parties.

9. In consideration of the mutual covenants and agreements of the parties contained herein, and to voluntarily separate and live apart in separate places of abode without any co-habitation, the Wife hereby waives alimony and her rights to support and maintenance by the Husband.

10. The Wife shall claim the parties' minor child as a dependent for income tax purposes.

11. 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.

12. The parties 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 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 or 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.

IN WITNESS WHEREOF, the parties hereto set their signatures on this the 23rd day of May, 1985.

/s/ Sarah Ann Sosh
SARAH ANN SOSH, Wife

/s/ Joseph Ray Sosh
JOSEPH RAY SOSH, Husband

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me DONNA R. DOBSON, a Notary Public in and for said County and State, the within named SARAH ANN SOSH, with whom I am personally acquainted and acknowledged that she executed the foregoing instrument for the purposes therein contained freely, voluntarily and of her own free will.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of May, 1985.

/s/ Donna R. Dobson

My Commission Expires:

3-8-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me DONNA R. DOBSON, a Notary Public in and for said County and State, the within named JOSEPH RAY SOSH, with whom I am personally acquainted and acknowledged that he executed the foregoing instrument for the purposes therein contained freely, voluntarily and of his own free will.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of May, 1985.

/s/ Donna R. Dobson

My Commission Expires:

3-8-89

It is ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the plaintiff, for which execution may issue if necessary.

This the 16th day of September, 1985.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

STEWART, ESTES & DONNELL

By: M. Reid Estes Jr.
M. REID ESTES, JR.
Attorney for Plaintiff
14th Floor
Third National Bank Building
Nashville, Tennessee 37219
(615) 244-6538

39695

BOOK 6666 PAGE 168

IDENTIFICATION REFERENCE

SEP 26 3 45 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to the Defendant, Mr. Joseph Ray Sosh, 601 Dupont Avenue, Apartment B-35, Madison, Tennessee 37115, on this 16th day of September, 1985.

M. Reid Estes Jr.
M. REID ESTES, JR.

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* 16th *day of* September, *19* 85, *in Case Number* 85D-1449 *between* Sarah Ann Sosh *Plaintiff, and* Joseph Ray Sosh *Defendant, as same remains of record in Book* 147B, *Page* 1301 *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* 24th *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 Becky Allen *D.C.*

Form #GR-117