4CD/1408

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FRANCES H. PERRY,

Plaintiff,

vs.

HENRY LEE PERRY,

Defendant.

No. 84D-173

BOOK 6672 PAGE 854

FINAL DECREE

This cause came on to be heard on the 8th day of January, 1985, before the Honorable Walter Kurtz, Judge of the Fifth Circuit Court for Davidson County, Tennessee, on the complaint for divorce filed by the plaintiff. Upon hearing testimony of plaintiff, statements of counsel for plaintiff and defendant, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Frances H. Perry, is hereby awarded an absolute divorce from the defendant, Henry Lee Perry, on the grounds of irreconcilable differences, T.C.A. §36-801-II, and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the counter-claim of defendant is withdrawn and the contest or denial is cancelled by defendant.

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 children at this time. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

| | | |
|---|---|---|
| FRANCES H. PERRY, | ) | |
| | ) | |
| Plaintiff, | ) | |
| | ) | |
| vs. | ) | No. 84D-173 |
| | ) | |
| HENRY LEE PERRY, | ) | |
| | ) | |
| Defendant. | ) | |

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into by and between FRANCES H. PERRY, hereinafter referred to as "Wife", and HENRY LEE PERRY, hereinafter referred to as "Husband", subject to the following terms and conditions:

W I T N E S S E T H:

WHEREAS, this matter was scheduled to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court on January 7, 1985 and the Fourth Circuit Court, on its own, transferred this matter to the Honorable Walter Kurtz, Judge of the Fifth Circuit Court, upon which a trial was scheduled on January 8, 1985; and

WHEREAS, the parties agreed that the following property settlement agreement is fair and equitable and have decided to proceed under the grounds of irreconcilable differences and;

WHEREAS, it is the desire of the parties that this document be used for the purposes of obtaining a divorce on the grounds of irreconcilable differences, and

NOW, THEREFORE, in consideration for the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. Divorce. It is hereby agreed by the parties that this Court shall grant a divorce to the wife on the grounds of irreconcilable differences and both parties shall be restored to all the rights and privileges of an unmarried person.

2. Child Support and Custody. The wife will maintain full custody and control of the parties' two minor children, Henry Lee Perry, II, age 17, and Aaron Hodges Perry, age 7.

Husband shall have reasonable visitation privileges with his children. Husband agrees to pay $650.00 per month in child support beginning February 1, 1985 unless he moves from the parties' home prior to that time in which child support shall begin the day he moves from the parties' home. Husband agrees to pay the support two times per month in equal installments of $325.00. Beginning August 1, 1985, after the parties' oldest child, Henry Lee Perry, II, will reach the age of majority, the child support shall be reduced to $600.00 per month. Payments will be $300.00 per installment payable two times per month. Payments shall be made directly to wife but if husband is in arrears in child support, wife shall be allowed to file a motion requesting a wage assignment. Wife shall claim the children as dependents for income tax purposes since she has custody as required by the Internal Revenue Service.

3. Real Property. The parties are presently the owners of a home and two duplexes. Husband agrees to transfer all right, title, and interest in the parties' home located at 4200 Enchanted Court, Nashville, Tennessee to wife in consideration of this Agreement. The property is described as follows:

58-15
Par. 37

> Land in Davidson County, Tennessee, being Lot No. 169 on the Plan of Enchanted Hills, Section 5, of record in Book 3700, page 132, Register's Office for said County.
>
> Said Lot No. 169 fronts 46.09 feet on the easterly margin of Enchanted Court and extends back 611.0 feet on the northerly line, which is a broken line, and 465.9 feet on the southwesterly line to a line on the rear which measures 228.61 feet
>
> Being the same property conveyed to Ernest M. Deering and wife, Peggy J. Deering by deed from Charles E. Flowers and wife, Alice J. Flowers, of record in Book 5471, page 650, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Henry L. Perry and wife, Frances H. Perry by deed from Ernest M. Deering and wife, Peggy J. Deering, of record in Book 5612, page 814, Register's Office for Davidson County, Tennessee
>
> This conveyance is subject to any and all restrictions and easements of record.

Wife agrees to transfer all right, title, and interest in the parties' two duplexes located at 901 and 903 Maynor Place,

Nashville, Tennessee in consideration of this Agreement.

The legal description of the duplex located at 901 Maynor ~~Place~~ Ave. is as follows: 72-2-179 Parcel 2

Being Lot No. 30 on the Plan of Maynor Place, of record in Book 843, page 24, Register's Office, Davidson County, Tennessee.

Being part of the same property conveyed to W. A. McWhirter by deed from Maurice Joseph Connor of record in Book 5157, page 192, Register's Office, Davidson County, Tennessee.

Mary E. McWhirter herein joins to convey any and all rights and interest she may have; especially her marital rights.

Being part of the same property conveyed to Henry Lee Perry and wife, Frances Hodges Perry by deed from W. A. McWhirter and wife, Mary E. McWhirter, of record in Book 5503, page 578, Register's Office for Davidson County, Tennessee.

This conveyance is subject to Sanitary Sewers and/or Storm Drainage Easement of record in Book 4306, page 134, said Register's Office.

The legal description of the duplex located at 903 Maynor ~~Place~~ Ave. is as follows: 72-2 Parcel 2

Land in Davidson County, Tennessee, being Lot No. 31 on the Plan of Maynor Place, of record in Book 843, page 24, said Register's Office, to which plan reference is made for a more complete description.

Being part of the property conveyed to W. A. McWhirter by deed from Maurice Joseph Connor of record in Book 5157, page 192, Register's Office for Davidson county, Tennessee.

Mary E. McWhirter joins herein for the purpose of conveying whatever marital interest she may have.

Being part of the property conveyed to Henry L. Perry and wife, Frances H. Perry, by deed from W. A. McWhirter and wife, Mary E. McWhirter, of record in Book 5557, page 84, Register's Office for Davidson County, Tennessee.

This conveyance subject to such restrictive covenants and easements and setback lines of record in said Register's Office and sewage and/or drainage easement of record in Book 4306, page 134, said Register's Office.

4. Personal Property. Wife shall have all right, title, and interest in the parties' furniture and household goods. Husband shall be entitled to his bedroom suit and a couch.

Wife shall be responsible for payment of any lien against that furniture.

5. Tax Refund. The parties agree to file a joint tax return for 1984. The parties agree to pay the 1984 property taxes owed for one of their duplexes from any tax refund. The parties will share equally the remaining portion of their tax refund.

6. Automobiles. Wife shall have title to the 1979 Cadillac Eldorado presently in her possession. Husband shall be entitled to the 1981 Cadillac Seville presently in his possession. Wife shall maintain use of the Blazer automobile until the end of basketball season or around March 7, 1985. Wife and Husband shall be responsible for the Blazer automobile notes in January and February, 1985. The parties will further agree to share equally the insurance deductible costs associated with the recent damage to the Blazer. Beginning March, 1985, husband shall be entitled to possession and use of the Blazer automobile and wife will transfer her interest in said Blazer to husband for the amount of $6,000.00. Husband will be responsible for all Blazer payments beginning March, 1985, and will hold wife harmless. Husband shall have six (6) months from the signing of this Agreement to pay the $6,000.00 and wife will transfer title after payment is made. Wife shall have a judgment for $6,000.00 for which let execution issue if necessary.

7. Medical and Life Insurance. Husband agrees to maintain medical and life insurance covering the parties' minor children. Husband agrees to make his minor children beneficiaries for the amount of life insurance he presently maintains with his employer. Husband and wife will share equally all other medical expenses for their children not covered by insurance.

8. Marital Debts. Husband and wife agree to share equally the Cain Sloan and Castner Knott debts in the approximate amount of $350.00.

9. Attorney Fees and Court Costs. Husband agrees to be responsible for attorney fees for wife's attorney, Joseph K. Dughman,

in the amount of $2,050.00. Wife shall have a judgment in the amount of $2,050.00 for which let execution issue if necessary. Husband shall be responsible for all court costs.

10. Future Acquired Property. It is understood and agreed between the parties that each of said parties may, from and after the date of this Agreement, and at all times thereafter, purchase, acquire, hold, own, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring it.

11. Marital Rights. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of the property rights of the respective parties. Each party hereby waives and relinquishes to the other all other rights or claims, not herein mentioned, which each may have against the other including, but not limited to, statutory allowances, homestead rights, rights to take action against the will of the other, inheritance, insurance, descent or distribution, dower, curtesy, or any other inheritance or marital right the parties may have acquired by virtue of their marriage. This Agreement shall be binding and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

12. Mutual Understanding. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties and each party acknowledges that this Agreement is fair and equitable and is being entered into at the advice of their respective attorneys.

EXECUTED this 8th day of January, 1985.

Frances H Perry
FRANCES H. PERRY

Henry Lee Perry
HENRY LEE PERRY

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a notary public in and for said County and State, FRANCES H. PERRY, who stated under oath that she executed the foregoing instrument for the purposes therein contained, on this the 8th day of January, 1985.

Peggy D. Chapman
NOTARY PUBLIC

My Commission Expires: 11/1/87

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a notary public in and for said County and State, the within named HENRY LEE PERRY, who stated under oath that he executed the foregoing instrument for the purposes therein contained, on this the 8th day of January, 1985.

Ruth Gann
NOTARY PUBLIC

My Commission Expires: 11/1/87

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

ENTER this the 18 day of January, 1985.

WALTER KURTZ, JUDGE

APPROVED FOR ENTRY:

JOSEPH K. DUGHMAN
Attorney for Plaintiff
1610 Parkway Towers
Nashville, TN 37219
615-244-5432

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the defendant's attorney, Joe P. Binkley, 174 Third Avenue North, Nashville, TN 37201, on this the 16th day of January, 1985.

JOSEPH K. DUGHMAN

# 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* Fifth *Circuit Court for Davidson County, Tennessee, on the* 8th *day of* Jan *1985, in Case Number* 84D-173 *between* Frances H. Perry *Plaintiff, and* Nerissa Lee Perry *Defendant, as same remains of record in Book* 498 *, Page* 1401 *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* 31st *day of* Oct *in the year one thousand nine hundred and* 85 *and in the* 210th *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* _____ *D.C.*

Form #GR-117