148B/961

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1985 OCT 24 AM 10:50

GEORGE L. ROCKER, CLERK

L. Langford D.C.

Map-16
Parcels-787

ODIE RICHARD FITZGERALD

Plaintiff,

v.

TAMMY JO GRIGSBY FITZGERALD

Defendant.

Docket No. 85D-2256

BOOK 6721 PAGE 487

FINAL DECREE

This cause came on to be heard on the 24th day of October, 1985, before the Honorable Muriel J. Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the complaint for divorce filed by the plaintiff. Upon hearing testimony of the plaintiff, statements of counsel for the plaintiff and upon the entire 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, Odie Richard Fitzgerald, is hereby awarded an absolute divorce from the defendant, Tammy Jo Grigsby Fitzgerald, on the grounds of irreconcilable differences, T.C.A. §36-801-II, and he is hereby restored all of 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. The court hereby approves the property settlement agreement and the same is hereby incorporated in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT BOOK 6721 PAGE 488

THIS AGREEMENT made and entered into on the day and date last acknowledged below by and between TAMMY JO GRIGSBY FITZGERALD, hereinafter referred to as "WIFE"; and ODIE RICHARD FITZGERALD, hereinafter referred to as "HUSBAND";

W I T N E S S E T H:

WHEREAS, the parties were married on February 13, 1982, in Nashville, Davidson County, Tennessee, and lived together as Husband and Wife thereafter; and,

WHEREAS, there were no children born of the marriage.

WHEREAS, certain serious differences have arisen between the parties hereto, which appear to be irreconcilable and an action for divorce is now pending in the Circuit Court for Davidson County, Tennessee, in the case of Odie Richard Fitzgerald vs. Tammy Jo Grigsby Fitzgerald, Docket Number 85D2256; and

WHEREAS, the said parties are desirous of definitely settling and determining all matters of property, support, and all other claims or rights between them which have arisen or might arise out of the marital relation between them, and as a result of any action for divorce; and,

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective rights and liabilities against and to the other and all of the estate and property of the other.

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

EFFECTIVE DATE OF AGREEMENT

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon

its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

RIGHT TO LIVE SEPARATELY

2. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried, and neither of the parties shall molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

HOME PLACE

3. All right, title and interest which WIFE may have in and to certain real property in Davidson County, Tennessee, heretofore recognized as the home place of the parties during the course of the marriage, commonly identified as 1974 Union Hill Road, Goodlettsville, Davidson County, Tennessee 37072, shall be divested out of WIFE and vested in HUSBAND, to be his absolutely, subject to a first mortgage lien in favor of the NES Credit Union with a present approximate balance of $42,000.00, which HUSBAND agrees to assume and to hold WIFE harmless from same, said property being more particularly and specifically described as follows:

> Tract One: Land in the 10th Civil District of Davidson County, Tennessee, according to a survey by John T. Alley, Surveyor, August 1, 1965.
>
> Beginning at a stake in James Galbreath's north line, Carlos B. Binkley southwest corner and the southeast corner of this land; thence with a fence and the line of said Galbreath as follows: south 64° 00' west 59 feet; south 77° 50' west 152.5 feet to a stake on the west side of an open but unimproved road, a corner to said Galbreath in the line of Arthur Binkley; thence with the lines of said Binkley and Charles L. Wingo north 6° 30' east 2,737 feet to a stone in a poplar stump, a corner to Robert Galbreath and L. B. Cuffman, Jr., in the line of said Wingo; thence with the line of said Galbreath and Cuffman, south 84° 40' east 160 feet to a stake, a corner to aforesaid Carlos B. Binkley in the line of said Galbreath and Cuffman; thence with the line of said Binkley south 5° 40' west 2,661 feet to the beginning, containing 11.02 acres, more or less.

A 30 foot right-of-way to this property is provided across the land of Carlos B. Binkley, E. K. Binkley, F. R. Binkley and Mrs. Mable B. Dalton.

Tract Two: Land in the 10th Civil District of Davidson County, Tennessee, according to a survey by John T. Alley, Surveyor, August 1, 1965.

Beginning at a stake in James Galbreath's north line, E. K. Binkley's southwest corner and the southeast corner of this land; thence with a fence and the line of said Galbreath as follows: south 72° 20' west 100 feet; south 69° 15' west 107 feet to a stake, a corner to T. B. Binkley in the line of said Galbreath; thence with the line of said T. B. Binkley north 5° 40' east 2,661 feet to a stake a corner of said Binkley in the line of Robert Galbreath and I. B. Cuffman, Jr.; thence with the line of said Galbreath and Cuffman south 84° 40' east 156.5 feet to a stake, a corner to aforesaid E. K. Binkley in the line of said Galbreath and Cuffman; thence with the line of said E. K. Binkley south 5° 15' west 2,575 feet to the beginning, containing 10.58 acres more or less.

This property is subject to a 30 foot right-of-way easement across the south end of said property providing ingress and egress to the property of T. B. Binkley. The south property line shall be the south line of the easement with the north line of said easement being 30 feet at a right angle from said south line. A 30 foot right-of-way easement in provided for this land across the lands of E. K. Binkley, F. R. Binkley and Mrs. Mable B. Dalton.

Being the same property conveyed to Odie Richard Fitzgerald and wife, Tammy Jo Fitzgerald by deed from William W. Hudgens, Thomas W. Hugdens, Maxine H. Ramsey and John M. Hudgens, heirs at law of the estate of Iona Binkley Hudgens, deceased, of record in Deed Book 6027, page 792, Register's Office for Davidson County, Tennessee.

AUTOMOBILES AND VEHICLES

4. The parties own various automobiles, motorcycles and trucks licensed or required to be licenses for highway use. All right, title and interest of WIFE in and to a 1979 Chevrolet Truck and a 1976 Honda 750 motorcycle shall be divested out of WIFE and vested in HUSBAND to be his absolutely. All right, title and interest which HUSBAND may have in and to a 1984 Buick Riveria automobile shall be divested out of HUSBAND and vested in WIFE to be hers absolutely. There is a present existing chattel mortgage on the said 1984 Buick Riveria automobile made by the parties jointly in favor of General Motors Acceptance Corporation. WIFE represents and warrants that she will refinance the said loan in her name only as soon as practicable. WIFE agrees to indemnify and hold HUSBAND harmless from any costs or expense,

claim payment or judgment, including reasonable attorney's fees, arising out of any claim, demand or suit in connection with any chattel mortgage or lien against the said 1984 Buick Riveria automobile. From date hereof, each party agrees to become responsible for the payment of all maintenance, upkeep and insurance on his or her automobile or vehicle.

BANK ACCOUNTS

5. The parties each maintain a separate checking account. Any checking account in HUSBAND's name, shall continue to be HUSBAND'S property without any right, claim or demand on the part of WIFE. Any account presently in the name of WIFE, shall continue to be WIFE's account without any right, claim or demand on the part of HUSBAND. The parties have a joint money fund account through Commerce Union Bank, account No. CD204888 with an approximate balance of $9,000.00. The said account shall be and become the sole and separate property of WIFE as an equitable adjustment for the property and property interest retained by HUSBAND.

STOCKS, BONDS, SECURITIES

6. The parties represent that they own no stocks, bonds or securities in any form, either jointly or severally.

HOUSEHOLD GOODS

7. The parties have heretofore divided all household goods, furniture, fixtures, appliances, dishes, kitchen utensils, linens, towels, tools and equipment, heretofore recognized as the joint property of the parties during the course of the marriage. All such property now in the possession and control of WIFE shall continue to be WIFE's property, without any right, claim or demand on the part of HUSBAND. All such property now in the possession and control of HUSBAND, shall continue to be HUSBAND's property, without any right, claim or demand on the part of WIFE.

Each party shall retain his or her personal clothing, jewelry and other personal effects.

ALIMONY

8. The parties agree that neither party shall have any obligation to pay alimony to the other, either in solido or in futuro.

DEBTS

9. Except as hereinabove set forth, the parties have no other major debts. HUSBAND shall assume all debts in connection with the upkeep, maintenance and operation of the parties' home place, including all utility bills. All medical bills and medical expenses incurred by the parties, jointly or severally, prior to the date of this agreement, shall be paid by HUSBAND. The Sears, Roebuck & Co. account with an approximate balance of $850.00 shall be paid by the parties jointly--each party paying a monthly installment on alternate payment dates. After the date of the execution of this agreement, each party shall be solely responsible for his or her debts, expenses and obligations.

ATTORNEY'S FEES

10. Attorney's fees to Homer R. Ayers, Attorney, and court costs in connection with the divorce proceedings will be paid by HUSBAND.

EMPLOYMENT BENEFITS AND RETIREMENT

11. Each party shall retain any and all employment benefits and retirement benefits, present or future, relating to his or her employment, without any right, claim or demand on the part of the other party.

MODIFICATION, WAIVER OF BREACH

12. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

RELEASE OF CLAIMS

13. Expect as otherwise herein expressly provided, the parties shall and do hereby mutually release, remove and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity which either of them ever had, now has or may hereafter have against the other, upon or by reason of any manner, cause or thing up to the date of the execution of this Agreement.

IMPLEMENTING AGREEMENT

14. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonable require for the purpose of giving full force and effect to the provisions of this Agreement.

15. In the event of the failure or refusal of either of the parties to execute and deliver any necessary or required deeds, instruments, conveyances or other documents to the other, then this Agreement shall be deemed to stand in the place of such document and shall have the same effect of such document, deed or instrument of conveyance would have if property executed, acknowledged and delivered.

FUTURE TRANSACTIONS

16. It is understood and agreed by the parties that, from the date of execution of this Agreement, 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 payment has been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

TENNESSEE LAW GOVERNS

17. This Agreement shall be governed by the laws of the State of Tennessee.

ENTIRE AGREEMENT

18. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

WITNESS our hands on the day and date acknowledged below.

Tammy Jo Grigsby Fitzgerald
TAMMY JO GRIGSBY FITZGERALD, WIFE

Odie Richard Fitzgerald
ODIE RICHARD FITZGERALD, HUSBAND

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named TAMMY JO GRIGSBY FITZGERALD, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 20th day of Sept, 1985.

NOTARY PUBLIC

My Commission Expires: 1-10-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ODIE RICHARD FITZGERALD, the bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 2nd day of Sept, 1985.

NOTARY PUBLIC

My Commission Expires: 1-10-89

It is ORDERED, ADJUDGED AND DECREED that all provisions of the 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.

ENTER this the 24th day of Oct., 1985.

MURIEL J. ROBINSON, Judge

APPROVED FOR ENTRY:

HOMER R. AYERS, Attorney at Law
100 Long Hollow Pike
Goodlettsville, Tennessee 37072

BY: _____
HOMER R. AYERS, Attorney

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing final decree has been mailed to the defendant, Tammy Jo Grigsby Fitzgerald at her last known address at 3050 Jenry Drive, Nashville, Tennessee 37214, on this the 24 day of Oct, 1985.

HOMER R. AYERS,
Attorney for Complainant

56969

IDENTIFICATION REFERENCE

BOOK 6721 PAGE 497

DEC 2 10 11 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PUSH

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* 24th *day of* Oct *,19* 85 *, in Case Number* 85D-2256 *between* Odie Richard Fitzgerald *Plaintiff, and* Jennifer Grigsby Fitzgerald *Defendant, as same remains of record in Book* 148B *, Page* 961 *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* 2nd *day of* Dec *in the year one thousand nine hundred and* 85 *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L. Dyer *D.C.*

Form #GR-117