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GEORGE L. ROOKER, CLERK

BOOK 6728 PAGE 945

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ROSEMARY ASHLEY BOONE, Wife	)	
V.	)	NO. 85D-2079
WILLIAM OLIVER BOONE, Husband	)	

FINAL DECREE

This cause came on to be heard on October 15, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon Wife's complaint for absolute divorce on the ground of irreconcilable differences. It appears that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights between them. It further appears that they have made adequate and sufficient provision for the care and maintenance of their disabled adult child. It further appears that Wife is entitled to an absolute divorce from Husband on the ground of irreconcilable differences.

It is therefore ORDERED as follows:

(1) That Wife, Rosemary Ashley Boone, be awarded an absolute divorce from Husband, William Oliver Boone, on the ground of irreconcilable differences, and that the parties be restored to all the rights and privileges of unmarried persons.

(2) That the property settlement which is physically incorporated herein be approved and made the order of this Court.

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Rosemary Ashley Boone ("Wife"), has filed an action for absolute divorce against William Oliver Boone ("Husband"), in the Circuit Court of Davidson County, Tennessee, entitled Rosemary Ashley Boone v. William Oliver Boone, Docket No. 85D-2079, 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 promises made herein, the parties agree as follows:

1. REAL PROPERTY.

a. Family Home.

(1) Description. The parties own as tenants by the entireties a residence located at 1516 Dresden Circle, Nashville, Tennessee, which is more particularly described as follows:

Being Lot No. 13 on the Plan of Hillmont Estates, Section 1, as of record in Book 3700, Page 100, Register's Office for said County, described as follows:

Beginning on the westerly margin of Dresden Circle at the southeast corner of Lot No. 19 on the Plan of Roselawn Estates, Section 2, as of record in Book 3106, Page 86, said Register's Office; thence with the line between said lots Nos. 13 and 19 north 84° 45' west 359 feet; thence south 36° 54' west 65.8 feet to the northerly margin of Saxon Drive, thence with the same as follows; around a curve having a radius of 275 feet southeasterly 62.2 feet, south 40° 08' east 115.1 feet to the beginning of another curve; thence around said curve southeasterly 193.1 feet, and easterly 63.8 feet to the beginning of another curve; thence around said curve having a radius of 25 feet northeasterly 39.81 feet to the westerly margin of Dresden Circle; thence with the same northerly 224.9 feet to the beginning.

[redacted] [redacted]

- Being the same property conveyed to William O. Boone and wife, Rosemary W. Boone, by deed from Estes-Taylor Company, a Tennessee corporation, of record in Book 4132, Page 110, Register's Office for Davidson County, Tennessee.

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

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

b. Condominium.

(1) Description. As a part of the property settlement between the parties, Wife has received a fee simple ownership of the condominium located at 246 Westchase Drive, Nashville, Tennessee, which is more particularly described as folllows:

Unit 246 on the Plan of Westchase Condominiums, Phase 2, as of record in book 6250, Page 43, Register's Office for Davidson County.

Being the same property conveyed to Rosemary W. Boone, by Westchase, a Joint Venture, by deed of record in Book 6406, Page 849, Register's Office for Davidson County, Tennessee.

(2) Disposition. Husband agrees that Wife will be sole owner of the aforesaid condominium, and that he will make no claim against said property.

(3) Wife's Obligations. Wife agrees to be solely responsible for paying all maintenance and repairs on the said condominium.

2. PERSONAL PROPERTY. Wife will receive her 1985 Nissan Maxima automobile, and Husband will receive his 1985 Cadillac Eldorado automobile. Otherwise, the parties have divided their personal property, and each agrees to make no claim against personal property in the possession of the other.

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

4. LUMP-SUM PAYMENT. Husband agrees to pay to Wife, within 10 days of the date of the final hearing of this cause, the sum of $50,000.00 in cash. This payment is a part of the property settlement between the parties and not for support.

5. ALIMONY. Husband agrees to pay to Wife the sum of $1,000.00 a month as alimony. He shall make such payments on or before the first day of each month, beginning on the first day of the month next succeeding the final hearing of this case. The payments will be for an indefinite term and will continue until further order of the Court. The payments will terminate on Wife's death or remarriage. The payments will be paid in at least each of six "post-separation years," as that term is defined in § 71 of the Internal Revenue Code, not taking into account any termination contingent on Wife's death or remarriage. The payments will be included as income on Wife's income tax returns, and they will be a deduction on Husband's income tax returns.

6. INSURANCE AS SECURITY. As security for the obligations prescribed by this property settlement agreement, Husband agrees to maintain Wife as sole beneficiary of the following life insurance policies: Metropolitan Life policy, #46553; American General policy, #B-626-800; and New York Life policy, #21-808-918. However, Husband may remove Wife as beneficiary from these policies if she dies or remarries. The parties understand and agree that when Husband ceases to be employed by Brown Group, Inc., the face amount of one or more of the aforementioned life insurance policies may be reduced substantially.

7. MEDICAL INSURANCE. Each party will be responsible for maintaining his own major medical and hospitalization insurance.

8. STOCKS. Wife agrees to make no claim against any stocks or other securities owned by Husband at the time of the divorce or in the future.

9. PENSION PLAN. Wife agrees to make no claim against any pension or retirement fund to which Husband is now or may in the future become entitled to receive.

10. SEPARATE TAX RETURNS. The parties agree to file separate tax returns beginning in 1985.

11. TRUST FOR RETARDED ADULT CHILD. The parties have a retarded adult child, Barbara Tyer Boone. Husband agrees to provide clothing, personal effects, medical care, transportation, and other like items for the aforesaid adult child, but only to the extent that such items are not furnished by any federal, state, or local governmental agency. Husband agrees to execute and maintain a will giving not less than $100,000.00 to a trust to provide Barbara Tyer Boone with the items set out in the preceding sentence. Husband agrees that Wife will be named trustee of such trust, and that the parties' other two adult children, Elizabeth and Barrie, will be named as successor trustees.

12. CLAIM AGAINST ESTATE. Wife will have a claim against Husband's estate for any moneys due her under this agreement at the time of Husband's death.

13. ATTORNEY FEES AND COSTS. Husband will pay to John M. L. Brown, counsel for Wife, the sum of $1,000.00 for his services in this case. This payment will be in addition to any retainer previously paid by Wife. Husband will pay the costs of this cause.

14. 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.

Rosemary Ashley Boone
ROSEMARY ASHLEY BOONE

William O. Boone
WILLIAM OLIVER BOONE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 23rd day of July, 1985, before me personally appeared Rosemary Ashley Boone, 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 24th day of July, 1985, before me personally appeared William Oliver Boone, 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.

Rebecca E. Calvert
NOTARY PUBLIC
My commission expires: 7-17-88

It is further ORDERED that the costs of this cause be paid by Husband, as provided in the property settlement agreement.

This 15th day of October, 1985.

JUDGE

APPROVED FOR ENTRY:

JOHN M. L. BROWN
Attorney for Wife
932 Stahlman Building
Nashville, Tennessee 37201
615/242-3348

mail

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree has been forwarded by U.S. Mail to Mr. William O. Boone, P. O. Box 15436, Nashville, Tennessee, 37215, on this the 15th day of October, 1985.

JOHN M. L. BROWN

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BOOK 6728 PAGE 938

IDENTIFICATION REFERENCE

Dec 6 10 22 AM '85

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY

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* Fifteenth *day of* October, *19*85, *in Case Number* 85D-2079 *between* Rosemary Ashley Boone *Plaintiff, and* William Oliver Boone *Defendant, as same remains of record in Book* 148A, *Page* 391 *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* December *in the year one thousand nine hundred and* Eighty-Five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Laary *D.C.*

Form #GR-117