1330/2348

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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CAROLYN JANET SMOTHERMAN)
)
VS.) NO. 83D-1826
)
STEPHEN EDWARD SMOTHERMAN)

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148-13-26 K

FINAL DECREE

This cause came on to be heard on the 12th day of December, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the counter-plaintiff/Husband's Counter-Complaint and Property Settlement Agreement signed by the counter-plaintiff/Husband and the counter-defendant/Wife. After statement of Counsel and testimony of the counter-plaintiff/Husband, the Court finds as a matter of fact that the parties have irreconcilable differences; and

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the counter-plaintiff/Husband, Stephen Edward Smotherman, be and is hereby awarded an absolute divorce from the counter-defendant/Wife, Carolyn Janet Smotherman, and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the counter-plaintiff/Husband is restored to all rights and privileges of an unmarried person; and

IT FURTHER APPEARING to the Court that the parties hereto have entered into a Property Settlement Agreement, which is stated as follows:

Being the same property conveyed to James Owen Thomas and wife, Barbara B. Thomas, by deed from John William Claxton and wife, Delores P. Claxton, or record in Book 4317, page 853, Register's Office for Davidson County, Tennessee.

The fact that the Wife relinquishes all title and interest she may have in the above stated real estate owned by the parties to the Husband shall be a distribution of property and a non-taxable event to either party.

5. Each party presently has in their possession items of personal property which have been agreed upon by the parties and therefore any interest the Husband may have in the items of property presently in the possession of the Wife shall be divested from him and vested in the Wife for her sole and separate use. Likewise, any interest that the Wife may have in the items of personal property, household furniture, furnishings and appliances which are presently in the possession of the Husband shall be divested from the Wife and vested in the Husband for his sole and separate use.

6. The Wife presently has possession of a 1976 Pontiac Firebird automobile which is presently titled in her name and any interest the Husband may have in said vehicle be divested from him and vested in the Wife for her sole and separate use and the Wife will pay the remaining indebtedness on said vehicle and hold the Husband harmless from any further liability he may have regarding the debt on said vehicle. Likewise, the 1978 Pontiac TransAm which is presently in the possession of the Husband will be divested from the Wife and vested in the Husband for his sole and separate use and the Husband shall pay the remaining indebtedness and hold the Wife harmless for any responsibility she may have for paying any indebtedness on said vehicle.

7. All joint marital debts incurred by the parties as of the time of the separation which was June 9, 1983, shall be assumed by the Husband with the exception of the debt at General Electric Credit Corporation which is secured by the livingroom furniture presently in the possession of the

Wife and therefore the Wife shall be responsible for paying the remaining indebtedness at the General Electric Credit Corporation and hold the Husband harmless for any further responsibility he may have on payment of said General Electric Credit Corporation indebtedness. Likewise, the Husband will hold the Wife harmless for any further responsibility for paying on any of the other joint marital debts incurred by the parties as of the time of the separation, June 9, 1983.

8. The Wife has incurred a debt at Southern Hills Hospital and the Husband has submitted said indebtedness to his hospitalization insurance carrier for payment and after the Husband's insurance benefits have paid all that it will pay on said debt, the Wife shall be responsible for the remaining portion of the Southern Hills Hospital indebtedness.

9. The Husband shall keep the minor children as beneficiaries on his hospitalization plan through his employment.

10. Each party shall pay their respective attorney's fees.

11. All court costs which are incurred over and above the initial filing fee, which has been paid by the Wife and which will be credited toward payment of final court costs incurred in this cause shall be paid by the Husband.

12. The parties specifically agree that the above described division of property and assumption of indebtedness eliminates any further obligation of one party to the other. It is further specifically agreed by the parties that the Husband's specific assumption of the above stated debts and division of property between the Husband and Wife are designed to take effect in lieu of alimony payments by the Husband to the Wife.

13. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation.

14. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of the marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowances, homestead rights, rights to take against the will of the other, inheritance, descent, or distribution, alimony and support, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by the Husband and Wife, or any property that either of them may acquire in the future.

15. It is understood and agreed between 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 debts of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

17. It is understood and agreed upon between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of Counsel.

IN WITNESSES WHEREOF, the parties have read this instrument and familiarized themselves with its contents, signed, and executed this instrument this 26th day of November, 1983.

CAROLYN JANET SMOTHERMAN

Sworn to and subscribed before me this 26th day of November, 1983.

NOTARY PUBLIC

My commission expires: Oct 19, 1986

STEPHEN EDWARD SMOTHERMAN

Sworn to and subscribed before me this 26th day of November, 1983.

NOTARY PUBLIC

My commission expires: Oct. 19, 1986

The Court finds as a matter of fact that the parties have made adequate and sufficient provisions, by written agreement, for the equitable settlement of any property rights between them. The Court further, affirmatively finds that the Agreement is sufficient and equitable in all respects; and

The Court further affirmatively finds that the parties have made adequate and sufficient provisions, by written agreement, for the custody and maintenance of the parties' children of this marriage; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement heretofore entered into by the parties to this cause is in all things ratified, approved, and confirmed by the Court, and is made a part of this Decree for all purposes contained herein.

The Husband, Stephen Edward Smotherman, shall pay all outstanding court costs in this cause for which let execution issue if necessary.

ENTERED this 12th day of December, 1983.

Russell Robertson
JUDGE

Joe P. Binkley, Jr.

JOE P. BINKLEY, JR.
Attorney for Husband
174 Third Avenue, North
Nashville, Tennessee 37201
615/244-8630

CERTIFICATE

I hereby certify that an exact and true copy of the foregoing Final Decree has been forwarded to Jack A. Butler, Attorney for Wife, 12th Floor, First American Center, Nashville, Tennessee 37238 this 12th day of DECEMBER, 1983.

Joe P. Binkley, Jr.
JOE P. BINKLEY, JR.

Please return
to: Joe P. Binkley, Jr
174 3rd Ave. N
Nash. TN
37201

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IDENTIFICATION REFERENCE

Dec 17 2 30 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* 12th *day of* December, *19* 83, *in Case Number* 83D-1826 *between* Carolyn Janet Smotherman *Plaintiff, and* Stephen Edward Smotherman *Defendant, as same remains of record in Book* 133C, *Page* 2348 *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* 12th *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 K. Langford *D.C.*

Form #GR-117