32 P/1125

IN THE ~~FOURTH CIRCUIT~~ PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

1985 DEC 17 PM 1:41

AGNES PHILLIPS MATLOCK,	)	
Complainant,	)	
v.	)	Case No. 85D-1891
GEORGE WESTLEY MATLOCK,	)	
Defendant.	)	BOOK 6757 PAGE 95

FINAL DECREE

This cause came to be heard on the 17th day of December, 1985, before the Honorable ~~Muriel Robinson~~ James R. Everett Jr, Judge of the ~~Circuit~~ PROBATE Court, Davidson County, Tennessee, on a Complaint for Divorce modified by motion to include the ground of Irreconcilable Differences. The parties have filed a property settlement agreement wherein the husband agreed to his wife's being granted a divorce on the grounds of irreconcilable differences. The Court then heard testimony and the record as a whole, from all of which it duly appeared to the Court that the Wife is entitled to an absolute divorce on the grounds of irreconcilable differences; and that the parties have made an adequate and sufficient provision by written agreement for an equitable settlement of all property rights between the parties.

It is therefore ORDERED, ADJUDGED, and DECREED that a divorce be granted on the grounds of Irreconcilable Differences and the parties be restored to the rights and privileges of single individuals and that the Property Settlement Agreement be approved. This agreement reads as follows:

"THIS AGREEMENT, made and entered into by and between Agnes Phillips Matlock and George Westley Matlock:

W I T N E S S E T H

Whereas the parties are lawfully married but are contemplating a divorce;

Whereas certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

Whereas it is the desire of both parties finally for all time to determine and settle their property rights and all other rights of whatever description existing between them growing out of the marital relationship, and agree in regard to the divorce action pending pursuant to the above referenced caption, being Case No. 85D-1891.

Now therefore, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties have no minor children born of this marriage.

2. Defendant agrees that Plaintiff shall be granted the divorce on the grounds of irreconcilable differences.

3. In consideration of the mutual convenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the wife hereby waives alimony and her rights to support and maintenance by the husband.

4. The parties own a house and lot at 1024 Pennock Street, Nashville, Tennessee. The Defendant shall receive this house subject to the existing mortgage and the lien created herein.

5. The Defendant will pay the Plaintiff $4,000.00 (Four Thousand Dollars); $500.00 payable on signing this agreement with the balance to be paid at the rate of $50.00 per month (or more when the Defendant is able to do so) and the unpaid principal earning interest at 10% (ten percent) per year. Payment of this amount is secured by a lien against the above referenced realty with homestead and right of redemption being waived.

6. The parties agree that each shall retain all household furnishings, furniture, personal property and other personal effects, presently in the individual possession of each.

7. The parties have no joint debts except for the mortgage above referenced. The Defendant shall be liable for the payment of said mortgage.

8. 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 debts of the other, then the party for whose benefit such payments occurred will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

9. Each party will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect as shall be necessary to effectuate the terms of this agreement.

10. The court costs incurred as a result of the pending action for divorce shall be paid by the Complainant. The attorneys fees shall be paid by each party for his/her own attorney.

11. 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 hereby do 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, 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 whether now or hereafter acquired by such other party.

12. It is further understood and agreed by and between the parties that this settlement agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not stated herein. Each party acknowledges

that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

_____

PLAINTIFF//s//

_____

DEFENDANT//s//

ENTERED this 17th day of December, 1985.

J R Lemm Jr.

~~Muriel Robinson~~, Judge

APPROVED FOR ENTRY:

Harvel M Rogers Jr

Harvel M. Rogers Jr.
124 South Graycroft Avenue
Madison, Tennessee 37115
615-868-0597

Certificate of Service

I certify that a copy of the foregoing Final Decree has been mailed postage prepaid to Mr. Jay Stillman, Attorney for the Defendant, at 421 Charlotte Avenue, Nashville, Tennessee 37219, this 17th day of December, 1985.

Harvel M Rogers Jr

Harvel M. Rogers Jr.

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IDENTIFICATION REFERENCE

JAN 7 10 12 AM '86

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* Probate *Circuit Court for Davidson County, Tennessee, on the* Seventeenth *day of* December, *19* 85, *in Case Number* 85D-1891 *between* Agnes Phillips Matlock *Plaintiff, and* George Westley Matlock *Defendant, as same remains of record in Book* 32B, *Page* 1125 *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* 7th *day of* January *in the year one thousand nine hundred and* Eighty-Six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Keary *D.C.*

Form #GR-117