146B/55

Map 128-14
P. 150 ac

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BARBARA DICKENS SMITH *

VS. * No. 85D-775

CARROL DREW SMITH *

FILED
1985 JUL 25 PM 3:38
GEORGE L. NICOOKER, CLERK
R. Cooker D.C.

FINAL DECREE

BOOK 6765 PAGE 619

This cause came on to be heard on July 25, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon original Complaint for absolute divorce filed by wife and after testimony of wife the Court was of the opinion that the parties have irreconcilable differences and further, the Court was of the opinion that the agreement entered into by and between the parties makes for adequate and sufficient provisions for the custody and maintenance of the minor child of the parties and for an equitable settlement of the property rights of the parties.

It is therefore ORDERED by the Court that the wife be and she is hereby granted an absolute divorce and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It is further ORDERED by the Court that the agreement entered into by and between the parties is affirmatively found by the Court to make for adequate and sufficient provisions for the custody of the parties' minor child and for an equitable settlement of the parties' property rights. Said agreement is approved and made a part of this decree, which agreement reads in words and figures as follows:

4

FILED

IN THE CIRCUIT COURT
OF DAVIDSON COUNTY, TENNESSEE AM 9:31

[illegible] BAKER, CLERK

D.C.

BARBARA DICKENS SMITH)
)
VS.) NO. 85D-775
)
CARROLL DREW SMITH)

BOOK 6765 PAGE 620

AGREEMENT

In this cause, it appears to the Court that the parties are desirous of settling their custody and property rights, all subject to the approval of the Court and should the Court see fit to grant Wife an absolute divorce in this cause, the parties have agreed as follows:

1. Wife shall have the full care, custody and control of the minor child of the parties.

2. Husband shall have unlimited visitation with the minor child.

3. Husband shall pay to wife the amount of $450.00 per month child support for a period of three years. After three years, this amount will increase by 5% of any net increase in Husband's monthly salary. These payments shall continue until said child obtains the age of 18 years, becomes self-supporting, marries, or leaves the residence of the Wife, whichever event shall occur first.

4. Each will retain the household furniture, furnishings, appliances and personal belongings now in their respective possession.

5. Wife will receive all right, title and interest to the Mustang automobile, presently driven by her, and all right, title and interest in same shall be divested out of the Husband.

6. Husband has life insurance on his life at this time (policy No. 241215 with Mutual Security Life Insurance Company in the amount of $30,000.00). He will keep this life insurance in full force and effect and the parties' son will remain the beneficiary on this life insurance policy. Husband will furnish proof from time to time that such policy is still in existence.

7. Husband owned the home or real property of the parties prior to their marriage. He will continue to stay in the house and be responsible for all payments and upkeep on said house. If the house is sold before the expiration of three years, Wife will receive twenty-five per cent of the net equity in said real estate (i.e., equity less closing costs, brokerage, etc.). If at the expiration of three years the house has not been sold, Husband will pay to Wife twenty-five per cent of the equity in the house at that time, assuming fair market value and deducting average market closing costs, brokerage, etc.).

8. Husband will provide that the parties' child receive fifty per cent of his estate at the death of Husband if the Husband is not married. Husband will provide for this by will or insurance. If Husband should be married at the time of death, he shall leave one-third (1/3) of his estate to the parties' minor child.

9. Husband will provide hospitalization and medical insurance for the parties' minor child and all medical expenses not covered by said insurance will be split equally between the parties. This includes dental expenses and prescriptions.

10. Husband and Wife will split the college expenses for the parties' minor child on a fifty-fifty basis, which includes, but is not limited to, tuition, books, clothing, housing, etc.

11. Husband will pay the balance of any court costs due in this cause.

12. Each party will sign any memorandum, paper, writing, deed, title or written instrument in order to carry out the terms of this Agreement.

13. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of Husband and Wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, curtesy,

statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife and any property that either of them may acquire in the future. Wife and Husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

14. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any other reason not herein stated.

15. Both parties agree that this Agreement makes adequate and sufficient provisions for the custody and maintenance of the parties' minor child and for the equitable settlement of the property rights of the parties.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 31 day of January, 1985, as to the Wife and on the 30 day of January, 1985, as to the Husband.

Barbara Dickens Smith
BARBARA DICKENS SMITH

Carroll Drew Smith
CARROLL DREW SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a notary public in and for said county and state, the within named Barbara Dickens Smith, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this 31st day of January, 1985.

Notary Public

My Commission Expires:

My Commission Expires NOV. 1, 1987

STATE OF TENNESSEE)
COUNTY OF DAVIDSON-)

Personally appeared before me, a notary public in and for said county and state, the within named Carroll Drew Smith, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this 30th day of January, 1984.

Phyllis Dunlap
Notary Public

My Commission Expires:

June, 1988

The property described in paragraph seven of this Agreement is described in words and figures as follows:

LAND in Davidson County, Tennessee, being Lot No. 118 on the plan of Section Three, Harpeth Park, of record in Book 4175, page 14, Register's Office for said county.

SAID Lot No. 118, which is a corner lot, fronts 85.00 feet on the northerly margin of Arbor Drive and fronts 100.00 feet on the easterly margin of Regency Drive, said frontages being joined by a curve having a length of 39.27 feet, and extends back 110.0 feet on the northerly line and 125.00 feet on the easterly line to a point of intersection.

BEING part of the same property conveyed to Bob Potter Company, a corporation, by deed from Hermitage Homes, Inc. of record in Book 4496, page 389, Register's Office for Davidson County, Tennessee.

ENTER this 25th day of July, 1985.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Mr. Carroll Drew Smith, he having no attorney of record, 8601 Arbor Drive, Nashville, Tennessee 37221, this 25 day of July, 1985.

JACK A. BUTLER

BOOK 6765 PAGE 625

69938

IDENTIFICATION REFERENCE

JAN 21 9 08 AM '86

FELIX Z. WILSON, JR., REGISTER
DAVIDSON COUNTY, TN

mail
Jack Butler
atty
1st Amer
Center
37238

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* twenty-fifth *day of* July, *19* 85, *in Case Number* 85D-775 *between* Barbara Dickens Smith *Plaintiff, and* Carrol Drew Smith *Defendant, as same remains of record in Book* 146B, *Page* 55 *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* 27th *day of* August *in the year one thousand nine hundred and* eighty-five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Lowland *D.C.*

Form #GR-117