148C/1970

FILED

1985 NOV 12 PM 3:18

BOOK 6779 PAGE 984

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DEBBIE AUSTIN GORDON K-Langford D.C. Map 117-1-F Par 5, 7a

VS. * NO. 85D-1001

JAMES RICHARD GORDON *

FINAL DECREE

This cause came on to be heard on this the 12th day of November, 1985, before the Honorable Phillip Duer, sitting specially for the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tenenssee, upon original Complaint for absolute divorce filed by wife, Answer of husband, husband's Answer and Counterclaim having been withdrawn, and after testimony of wife, the Court was of the opinion that the parties have Irreconcilable Differences and that a divorce should be granted. The Court further affirmatively finds that the Agreement entered into by and between the parties makes for an equitable settlement of the parties' property rights.

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

It is further ORDERED by the Court that the Agreement entered into by and between the parties disposing of their property is made a part of this Final Decree and is affirmatively found by the Court to make for an equitable settlement of the parties' property rights and reads in words and figures as follows:

7.4987

IDENTIFICATION REFERENCE

FEB 10 9 05 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBBIE AUSTIN GORDON *

VS. * NO. 85D-1001

JAMES RICHARD GORDON *

PROPERTY SETTLEMENT AGREEMENT

In this cause, it appears to the Court that the parties have settled their property rights, all subject to the approval and sanction of the Court. Should the Court see fit to grant wife an absolute divorce on the ground of Irreconcilable Differences, the parties have agreed as follows:

1. The consideration of this Agreement is the mutual covenants and promises contained herein.

2. Wife shall be awarded a divorce on the ground of Irreconcilable Differences.

3. Husband shall have all right, title and interest to the parties' real property or homeplace, which description will be set out in the Final Decree. Husband shall be responsible for all indebtedness thereon and hold wife harmless on any mortgages, debts, etc.

4. Husband shall pay to wife, within ten (10) days from the date of the Final Decree, Twenty-one Thousand ($21,000.00) Dollars as a division of the property, which property settlement is not taxable to her nor deductible by him.

5. The parties agree that husband will pay wife no alimony.

6. Wife will receive all right, title and interest to the 1981 Cadillac automobile and husband will pay the balance of the mortgage or indebtedness thereon and will give wife title to said automobile within ten (10) days.

7. The parties have agreed to a division of marital personalty that will be divided as per attached Exhibit #1.

8. Each will retain what personal property or possessions they brought into the marriage.

9. Each party will pay their own attorneys fees.

10. Husband will pay Court costs if any remain.

11. Wife will return to husband the keys to the house on November 12, 1985 and will have her furniture and possessions out of the house within ten (10) days.

12. The parties agree that there are the following outstanding medical expenses for care to wife in the approximate amounts listed: Dr. Corbin, approximately $1,200.00; Parkview Hospital, approximately $650.00; Dr. Dietrich, $200.00; Urology Associates, $170.00; Dr. Johnston, $55.00; and, Dr. Baker, $38.00. Husband will pay up to $1,600.00 on the above listed medical expenses,which are not covered by his insurance plan and wife will cooperate in filing the necessary claim forms.

13. The parties agree that this agreement makes for an equitable settlement of their property rights.

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

15. 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, courtesy, 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. The 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.

16. 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.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 12 day of November, 1985 as to the Wife and on the 12 day of November, 1985 as to the Husband.

Debbie Austin Gordon
DEBBIE AUSTIN GORDON

James Richard Gordon
JAMES RICHARD GORDON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

Witness my hand and official seal this 12 day of November 1985.

Karen N. Rooker
NOTARY PUBLIC

My Commission Expires: 4-17-88

BOOK 6779 PAGE 988

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

Witness my hand and official seal this 12 day of November 1985.

Karen H. Rooker
NOTARY PUBLIC

My Commission Expires: 4-17-88

BOOK 6779 PAGE 959

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBBIE AUSTON GORDON)
)
vs.) No. 85D-1001
)
JAMES RICHARD GORDON)

HUSBAND'S REQUEST FOR
AWARD OF PERSONALTY

TO WIFE	Value
Furniture & possessions in wife's study	$ 550.00
Llardo - 2 swans	100.00
Winnie-the-Pooh telephone (Olivia's)	
Wife's pictures	
Wife's & Olivia's bicycles	130.00
Silver cream & sugar	
Silver salt & pepper	
1 round crystal decanter	40.00
Brass & copper cookware	150.00
Army-Navy tablecloths	
Sewing machine	100.00
Stereo & T.V. (brought into marriage)	
Telephone brought into marriage	
Dishes & cookware brought into marriage	
Olivia's furniture (bed & bookcase)	65.00
Olivia's sled	35.00
Pillow shams & linens brought into marriage	

TO HUSBAND	Value
Dining room furniture	$1,600.00
Llardo - 1 elephant	50.00
Silver carving knife & fork (wedding gift to husband)	50.00
2 champagne glasses & 4 wine glasses (brought into marriage)	
1 square crystal decanter (wedding gift to husband)	75.00
Bedroom end table	450.00
Ice bucket (wedding gift to husband)	
Trivial Pursuit Game	
2 crystal vases (wedding gift to husband)	150.00
Pillow shams & linens brought into marriage	
Record albums owned before marriage	

It is further ORDERED that wife's maiden name be restored to her, that is Debra Kay Austin.

It is further ORDERED by the Court that the real property now vested in husband to be his absolutely is described as follows:

Land in Davidson County, Tennessee being a certain condominium apartment, being Unit #5 on Lot 1 on the master deed as set forth in Exhibit B of Lynnbrook Place of record in Book 6139, Page 302, said Register's Office, and to which master deed and record thereof are incorporated herein and made a part hereof by reference.

Being the same property conveyed to James Richard Gordon and wife, Debbie Gordon, of record in Book 6306, Page 187.

ENTER: This 12th day ~~of November~~, 1985.

SPECIAL JUDGE

APPROVED FOR ENTRY:

ATTORNEY FOR WIFE

ATTORNEY FOR HUSBAND

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* November, *19* 85, *in Case Number* 85D-1001 *between* Debbie Austin Gordon *Plaintiff, and* James Richard Gordon *Defendant, as same remains of record in Book* 148C, *Page* 1970 *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* 23rd *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 L. Langford, *D.C.*