Fld #1 150B/1242

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED JAN 24 PM 1:11

VIRGINIA RAY BAKER ANDERSON,]
]
Plaintiff,]
]
vs.] NO. 84D-3719
]
CHARLES HILL ANDERSON,]
]
Defendant.]

I. Langford

Map - Parcel
131-15 - #41

FINAL DECREE

BOOK 6781 PAGE 53

This cause came on to be heard on January 24, 1986 before the Honorable Muriel Robinson, Judge, upon plaintiff's Complaint for absolute divorce; upon the Property Settlement and Support Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of plaintiff and the statements of counsel, from all of which the Court affirmatively found that the allegations of plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that this Property Settlement and Support Agreement should be approved; that the address of Mrs. Anderson is 4704 Granny White Pike, Nashville, Tennessee 37220, and the address of Mr. Anderson is 5845 Brentwood Trace Circle, Brentwood, Tennessee 37027; and that the sixty-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that the Property Settlement and Support Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between VIRGINIA RAY BAKER ANDERSON and CHARLES HILL ANDERSON, subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Mrs. Anderson instituted divorce proceedings against Mr. Anderson on November 8, 1984, same being Civil Action No. 84D-3719 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties are the parents of three children who have each attained the age of majority. As a consequence, this Agreement makes no provision for child custody or child support. The parties' son, Burton Hill Anderson, has attained the age of majority and currently attends college at the University of North Carolina at Chapel Hill. Mr. Anderson agrees to maintain coverage for Burton under Mr. Anderson's group policy of major medical and hospitalization insurance so long as Burton is eligible under said policy for such coverages, which is normally until age 23 or graduation from college, whichever first occurs.

2. The parties are the owners of a house and lot situated at 4704 Granny White Pike, Nashville, Tennessee (the "Property"). Title to the Property shall, after a divorce decree is entered in the divorce proceedings between the parties, Civil Action No. 84D-3719 in the Fourth Circuit Court for Davidson County, Tennessee, be vested in the parties as tenants in common, with the right of Mrs. Anderson to continue to reside at the Property until she remarries, moves to another residence, or until the parties mutually agree to sell the Property. There are currently two mortgages on the Property - the first mortgage is in the approximate principal amount of $10,000.00,

VRBA

payable to National Savings Life Insurance Co., Murfreesboro, Tennessee at the rate of $153.53 a month. The second mortgage on the Property is in the principal amount of approximately $30,000.00, payable to Central Bank of the South, Huntsville, Alabama, at the rate of $328.46 per month. The second mortgage is an adjustable rate mortgage. Mr. Anderson agrees to pay the monthly payments on said mortgages (including any increases in monthly payment on the second mortgage due to an increase in the interest rate) as a portion of his periodic alimony to Mrs. Anderson, which payments shall terminate upon the satisfaction of the debt secured by the respective mortgages, or upon the death or remarriage of Mrs. Anderson, whichever occurs first. Mrs. Anderson shall be entitled to the tax deductions for interest paid on said mortgage payments, to the extent that Mr. Anderson is entitled to deduct said mortgage payments as periodic alimony.

In the event Mrs. Anderson remarries, the parties agree that the Property shall forthwith be listed with a realtor and placed on the market for sale. In the event the Property is sold for any reason, the parties agree that the net sale proceeds, after deductions for satisfaction of existing mortgages, real estate commission(s), and reasonable expenses of the sale, shall be divided between the parties as follows: (1) Mr. Anderson shall be reimbursed for all amounts he has contributed to maintenance of the Property since December 1, 1985, and (2) 80% of the remainder will be paid to Mrs. Anderson and 20% to Mr. Anderson. In the event that Mr. Anderson is required to make any mortgage payments on the Property following the remarriage of Mrs. Anderson, it is agreed that the amounts of all mortgage payments made after the date of Mrs. Anderson's remarriage, including principal and interest, shall also be deducted from the sale proceeds prior to the 80%-20% division of the proceeds and paid to Mr. Anderson.

Until Mrs. Anderson dies, remarries, or the Property is sold, Mr. Anderson will reimburse Mrs. Anderson 20% of the costs of essential repairs to the Property to maintain it in at least its present state of repair, such essentials to include by way of illustration: foundation, roof, exterior wall, gutters, chimneys, electrical wiring, plumbing, heating and air conditioning system. All contracts for repairs shall be made in the name of Mrs. Anderson, and no indebtedness to which Mr. Anderson will be required to contribute in excess of $200.00 will be incurred without Mr. Anderson's prior written consent, which shall not be unreasonably withheld. In the event that either Mr. Anderson or Mrs. Anderson dies prior to the sale of the Property to a third party or prior to Mrs. Anderson's purchase of Mr. Anderson's interest, as hereinafter

URBA

provided, then his or her respective interest in the Property shall be left to the children of Mr. and Mrs. Anderson. Mr. Anderson agrees to maintain the homeowners' insurance on the Property in force as required by the mortgages and to pay real property taxes on the Property as a further portion of his periodic alimony to Mrs. Anderson, until the mortgages have been paid off, or until Mrs. Anderson's death or remarriage, whichever occurs first. Mrs. Anderson shall be entitled to the income tax deductions for the property taxes paid by Mr. Anderson to the extent that Mr. Anderson is entitled to deduct the property taxes as periodic alimony.

Mrs. Anderson is hereby granted the option to purchase Mr. Anderson's interest in the Property at any time for a sum equal to: (1) the then current appraised value of the Property, less the outstanding principal balance due on the mortgages and less a 3% hypothetical real estate commission, times .20; plus (2) a sum equal to all amounts which Mr. Anderson has expended to reimburse Mrs. Anderson for repairs to the Property since December 1, 1985. Mrs. Anderson may exercise this option by giving Mr. Anderson at least 15 days' prior written notice, and Mr. Anderson shall promptly execute a quitclaim deed to Mrs. Anderson.

The parties acknowledge that the Property is in need of certain immediate repairs and maintenance, including replacement of the roof, repair of damage to the ceiling resulting from roof leaks, replacement of the dishwasher, and replacement of the shrubs, which repairs are estimated to cost approximately $5,000. Mr. Anderson shall co-sign a loan to be arranged by Mrs. Anderson in an amount sufficient to make the repairs. Mr. Anderson shall pay Mrs. Anderson, each month, an amount equal to 20% of the payment due for that month to repay the loan, principal and/or interest, and Mrs. Anderson shall make the entire payment to the lending institution. Mr. Anderson shall be reimbursed 20% of the principal amount of the loan at the time of the sale of the Property or its purchase by Mrs. Anderson.

3. In addition to the sums set forth hereinabove at paragraph 2, Mr. Anderson agrees to pay to Mrs. Anderson as periodic alimony the sum of $300.00 per month, commencing on January 1, 1986, payable on the fifteenth day of each month, until/~~his~~ he begins to draw his military retirement or until Mrs. Anderson's death or remarriage, whichever event occurs first. When Mr. Anderson begins to draw his/military retirement pay, he will pay, or cause to be paid, to Mrs. Anderson one-half of his monthly/military retirement benefits in full satisfaction of his alimony obligations until Mrs. Anderson's death or remarriage.

CHA VRBA VRBA

4. Mr. Anderson agrees to maintain insurance on his life, with Mrs. Anderson as the main beneficiary, in the face amount of $100,000.00 with Kemper Life Assurance Company, policy no. 1418994, until January 31, 1988, and to name Mrs. Anderson owner of said policy. Mr. Anderson further agrees to maintain insurance on

his life with Serviceman's Group Life Insurance, said amount currently being $35,000.00 but due to increase to $50,000.00, until his retirement from active reserve duty, which is anticipated to be on June 23, 1990, subject to physical limitations. Premiums paid by Mr. Anderson for such policies shall be deductible to Mr. Anderson as periodic alimony to Mrs. Anderson.

5. The parties have heretofore physically divided all articles of household furnishings and personal property owned by them. The parties agree that all articles of household furnishings and personal property situated in the parties' residence at 4704 Granny White Pike, Nashville, Tennessee, or otherwise in the possession of Mrs. Anderson, shall be the sole and separate property of Mrs. Anderson, free of any claim by Mr. Anderson. All articles of household furnishings and personal property situated at 5845 Brentwood Trace Circle, Nashville, Tennessee, or otherwise in Mr. Anderson's possession, including all articles in his law office or at his office in his place of business, shall be the sole and separate property of Mr. Anderson, free of any claim by Mrs. Anderson.

6. As a further division of the parties' assets, Mrs. Anderson agrees that all her right, title and interest in and to the retirement accounts maintained on Mr. Anderson's behalf by the State of Tennessee and/or the Federal Government shall be, and is hereby, divested out of her and vested absolutely in Mr. Anderson. The parties acknowledge that Mr. Anderson has elected to participate in an Extended Survivor Benefit Plan provided by the Federal Government which would afford Mrs. Anderson benefits in the event of Mr. Anderson's death. Mr. Anderson agrees that he shall not amend his participation in the Extended Survivor Benefit Plan, and will further take such steps as may be necessary to insure that Mrs. Anderson will continue to be eligible to receive said benefits in the event of his death.

7. All right, title, and interest of Mr. Anderson in and to the Individual Retirement Accounts maintained by Mrs. Anderson at First American Bank and Prudential Bache shall be, and is hereby, divested out of him and vested absolutely in Mrs. Anderson.

8. All right, title, and interest of Mr. Anderson in and to that certain municipal bond held by Prudential Bache for the benefit of Mrs. Anderson shall be, and is hereby, divested out of him and vested absolutely in Mrs. Anderson.

9. The parties have heretofore divided all funds on deposit in their joint names. Each party hereby relinquishes any right, title or interest he or she may have in and to proceeds in any bank or other financial institution accounts maintained by the other party, and each acknowledges that all such proceeds are the sole and

AR BA

separate property of the party in whose name each such account is styled or maintained.

10. The parties acknowledge that approximately $4,000.00 is on deposit at E. F. Hutton in the joint names of Mrs. Anderson and Burton Hill Anderson, which funds represent proceeds to Burton from the settlement of a motorcycle accident. The parties acknowledge that neither of them has any interest in and to the proceeds of said E. F. Hutton account and agree that all such proceeds are the sole and separate property of Burton Hill Anderson.

11. All right, title and interest of Mrs. Anderson in and to the following policies of insurance maintained on Mr. Anderson's life shall be, and is hereby, divested out of her and vested absolutely in him:

Insurance Company	Face Amount
Massachusetts Mutual Life Insurance Company, Policy Nos. 1563475 and 1563476	$ 2,000.00
Provident Life and Accident Insurance Company, Policy No. 201097	$ 10,000.00
Life and Casualty Insurance Company Policy No. E424186H	$ 20,000.00
Life and Casualty Insurance Company, Policy No. 9310436H	$ 10,000.00
Life and Casualty Insurance Company, Policy No. N692129H	$ 23,200.00
Life and Casualty Insurance Company, Policy No. 1212173	$ 10,000.00
Republic National Life Insurance Company, Group Policy Nos. 20095 and 44049	$ 5,000.00
Provident Life and Accident Insurance Company, State of Tennessee Employees' Group Policy No. 766454001	$ 59,000.00
Vulcan Life Insurance Company, National Guard Association of Tennessee, Certificate No. 18051	$ 25,000.00

12. Mrs. Anderson agrees that she shall pay the court costs associated with the divorce proceedings presently pending in the Fourth Circuit Court for Davidson County, Tennessee.

13. The parties acknowledge that they have no joint debts other than those stated in this Agreement. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her, and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither

shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

14. The parties acknowledge that they have filed a joint federal income tax return for the calendar year 1984. In the event the Federal Government assesses any penalties or interest as a result of Mrs. Anderson's failure to pay estimated taxes during the calendar year 1984, Mrs. Anderson agrees to assume sole and separate responsibility for payment of said assessment and shall hold Mr. Anderson harmless from any liability therefor.

15. In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

16. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

17. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties. The parties shall endeavor to have the Final Decree of divorce placed under seal of the Court pursuant to the terms of an order allowing the Final Decree to be inspected only by order of the Court.

18. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Mrs. Anderson and Mr. Anderson, individually or jointly, or any property that either of them may acquire in the future.

JRBa

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

20. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of their respective incomes, anticipated incomes, and all assets in which they have interests.

21. It is understood and agreed 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.

22. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

23. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

24. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

25. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, executed with the same formality as this Agreement and this requirement cannot be waived by oral agreement.

26. Mrs. Anderson agrees to forthwith amend her complaint in the divorce action between the parties to delete the allegations of cruel and inhuman treatment. The parties agree that any divorce should be granted on the grounds of irreconcilable differences.

TRBA

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of divorce between the parties.

Virginia Ray Baker Anderson
VIRGINIA RAY BAKER ANDERSON

Charles Hill Anderson
CHARLES HILL ANDERSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, LaRhonda H. Mooneyham, a Notary Public in and for the aforesaid State and County, VIRGINIA RAY BAKER ANDERSON, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 5th day of January, 1986.

LaRhonda H. Mooneyham
Notary Public

My Commission Expires: 7-27-86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Donna P. Miller, a Notary Public in and for the aforesaid State and County, CHARLES HILL ANDERSON, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 2nd day of January, 1986.

Donna P. Miller
Notary Public

My Commission Expires: 4/20/86

LSH:dm-1

It is further ORDERED, ADJUDGED AND DECREED that plaintiff, Virginia Ray Baker Anderson, shall be, and is hereby, awarded an absolute divorce from defendant, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the alimony required by the terms of this Order shall not be reduced or prorated unless specifically ordered by the Court.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against Virginia Ray Baker Anderson.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 24th day of Jan., 1986.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By: _____
James G. Martin III,
Attorney for Plaintiff,
Virginia Ray Baker Anderson
17th Floor
Third National Bank Building
Nashville, Tennessee 37219
(615)244-5200

HARWELL, BARR, MARTIN & STEGALL

By: _____
LIN S. HOWARD
Attorney for Defendant,
Charles Hill Anderson
172 Second Avenue, North
Nashville, Tennessee 37201
(615)256-0500

0295M/1-8-86

75395

BOOK 6781 PAGE 63

IDENTIFICATION REFERENCE

FEB 11 10 01 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* FOURTH *Circuit Court for Davidson County, Tennessee, on the* 24TH *day of* January, *19* 86, *in Case Number* 84D-3719 *between* Virginia Ray Baker Anderson *Plaintiff, and* Charles Hill Anderson *Defendant, as same remains of record in Book* 150B, *Page* 1242 *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* 4th *day of* February *in the year one thousand nine hundred and* 86th *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter S. Adams, *D.C.*

Form #GR-117