464/255

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED

1985 JUL 19 PM 3:41

GEORGE L. BOOKER, CLERK

GWENDOLYN HOWELL MIDGETT :

vs. : No. 85D-683

LEONARD WAYNE MIDGETT :

BOOK 6781 PAGE 923

FINAL DECREE

This cause came on to be heard on July 19, 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 allegations had been sustained, that is that the parties have irreconcilable differences. 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 parties minor children and for an equitable settlement of the property rights of the parties. It is therefore

ORDERED by the Court that wife be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person. It is further

ORDERED by the Court that the Agreement entered into by and between the parties, which the court affirmatively finds to make for adequate and sufficient provisions for the custody and maintenance of the parties minor children and for the equitable settlement of the property rights of the parties is approved and made a part of this Decree, which agreement reads in words and figures as follows:

7.5.7.04

IDENTIFICATION REFERENCE

FEB 13 8 53 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 6731 PAGE 327

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

1985 MAY 31 AM 8:49

GEORGE L. HOOKER, CLERK

GWENDOLYN HOWELL MIDGETT :

vs. : No. 85D-683 D.C.

LEONARD WAYNE MIDGETT :

AGREEMENT

In this cause, it appears to the Court that wife has filed a complaint for absolute divorce and that the parties are desirous of setting their custody and property rights, all subject to the approval and sanction of the court, and should the court grant wife a divorce in this cause on the grounds of irreconcilable differences, the parties have agreed as follows:

1. The consideration for this agreement is the mutual covenants and agreements of the parties contained herein.

2. The parties will have joint custody of the parties' minor children.

3. The parties will both reside in their present homeplace for the benefit of the children, however, will share separate living quarters. Neither will bring their dating companions to the house which would not be in the best interest of the children. Since both parties are going to occupy the house in separate quarters, husband will pay the house note, electric bill, phone bill, the water bill, the Mastercharge bill and buy all groceries. In addition, he will pay the children's medical expenses and carry the children on his medical insurance. Wife will pay for the children's private school, children's transporation, children's lunches, the J.C. Penny, the Castner-Knott bill, the Medic-Count bill and for Viacom.

4. Husband will pay to wife the amount of $400.00 a month as child support.

5. The parties own certain rental property as well as their real property in which they reside. When the youngest child reaches the age of 18 all of the real properties, furniture and automobiles will be divided equally between the parties. A detailed

description of this property will be set out in the Final Decree. Each will either have the right to buy the interest of the other and in the event this is not possible, then the properties will be placed on the market for sale and the parties will divide the equity after sale.

6. The parties will continue to drive the automobiles that they are presently driving.

7. Wife will remain the beneficiary on husband's life insurance policies.

8. The parties own 12 shares of stock which will be divided equally when the youngest child reaches age 18.

9. When the youngest child reaches age 18 husband will move out of the house and at that time, the parties will divide their property heretofore set forth. In the event wife wishes to keep the house as her sole and separate property, then husband will maintain the duplexes as his sole and separate property and the real property will not be sold as heretofore mentioned in paragraph 5.

10. Both parties agree that this agreement makes adequate and sufficient provisions for the custody and maintenance of their minor children and for an equitable settlement of their property rights.

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

12. 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.

13. 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 22 day of May, 1985 as to the wife and on the 22 day of May, 1985 as to the Husband.

Gwendolyn Howell Midgett
GWENDOLYN HOWELL MIDGETT

Leonard Wayne Midgett
LEONARD WAYNE MIDGETT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Witness my hand and official seal this 22 day of May 1985.

Geraldine Gibbs
NOTARY PUBLIC

My Commission Expires: October 26, 1988

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Witness my hand and official seal this 22 day of May, 1985.

Geraldine Gibbs
NOTARY PUBLIC

My Commission Expires: October 1988

The homeplace or real property previously owned by the parties as tenants by the entirety and now owned by the parties as tenants in common is described in words and figures as follows:

Map 42-7 Par 41

Being Lot No. 13 on the Plan of Bonnie Brae Subdivision, Section II, as of record in Book 2331, page 140, and Book 2330 Page 123, Register's Office for said County, and described as follows:

Said Lot No. 13 fronts 130.2 feet on the northerly side of Nesbitt Lane and runs back between lines 400 feet on the easterly line, and 198.3 feet on the westerly line, to a dead line in the rear measuring 249.7 feet thereon.

Being the same property conveyed to Leonard W. Midgett and wife, Gwen H. Midgett, by deed from Donald E. Pitzer, Trustee and John H. Carney, Trustee, successor Trustees for Lemuel H. Forrester, Trustee for the use and benefit of the Madison Church of the Nazarene, Inc. as of record in Book 5455, Page 892, Register's Office for Davidson County, Tennessee.

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The real property owned by the parties as tenants by the entirety, previously and now as tenants in common is described in words and figures as follows:

84-12 Par 132 1s

Land in Davidson County, Tennessee, being Lot. No. 44 on the Plan of Lincoya Hills, of record in Plat Book 1835, Page 91, Register's Office for said county.

SAID Lot. No. 44 fronts 125 feet on the northeasterly margin of Lincoya Drive and extends back 135 feet on the southeasterly line and 173.8 feet on the northwesterly line to a broken line in the rear, measuring 183.4 feet thereon.

BEING the same property conveyed to the Grantors herein by deed from Fred B. Shipman and wife, Brenda R. Shipman, which is being placed of record with this instrument.

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52-2 Par 164

BEING Lot. No. 4 of Block "B" on the revised Map of Rainbow Terrace Subdivision as of record in Book 1130, page 85, Register's Office for said County.

BEING the same property conveyed to the INSURED by deed of record in Book 4920, page 183, Register's Office for said county.

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52-2 Par 166 1s

Land located in Davidson County, Tennessee, being Lot No. 2 of Block "B" on the revised Plan of Rainbow Terrace Subdivision, as of record in Book 1130, page 85, Register's Office for said county, described as follows:

Said Lot No. 2 fronts 100 feet on the northerly side of Blackstone Avenue and extends back between parallel lines 150 feet to a dead line.

Being the same property conveyed to Leonard Wayne Midgett and wife, Gwen Midgett by deed from Hubert L. Baker and wife, Marilyn Alice Baker as of record in Book _____, page _____, Register's Office for Davidson County, Tennesee.

ENTER this 19th 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. Leonard Wayne Midgett, he having no attorney of record, 806 Nesbitt Lane, Madison, Tennessee, this 19 day of July, 1985.

JACK A. BUTLER

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* nineteenth *day of* July, *19* 85, *in Case Number* 85D-683 *between* Gwendolyn Howell Midgett *Plaintiff, and* Leonard Wayne Midgett *Defendant, as same remains of record in Book* 146A, *Page* 2555 *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* 20th *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 Virginia Lacey *D.C.*