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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

IDENTIFICATION REFERENCE

MELISSA ROSE KIRBY NICHOLS
Plaintiff,

v.

ROBERT HAROLD NICHOLS
Defendant.

Docket No. 85D-2876

FEB 18 9 33 AM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PUSH

FINAL DECREE

This cause came on to be heard on the 16th day of January, 1986, before the Honorable Muriel J. Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the complaint for divorce filed by the plaintiff. Upon hearing testimony of the plaintiff, statements of counsel for the plaintiff and upon the entire record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Melissa Rose Kirby Nichols, is hereby awarded an absolute divorce from the defendant, Robert Harold Nichols, on the grounds of irreconcilable differences, T.C.A. §36-801-II, and she is hereby restored all of the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor child at this time. Unless specifically ordered by the Court, such support shall not be reduced or prorated. The Court hereby approves the property settlement agreement and the same is hereby incorporated in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on the day and date last acknowledged below by and between MELISSA ROSE KIRBY NICHOLS, hereinafter referred to as "WIFE"; and ROBERT HAROLD NICHOLS, hereinafter referred to as "HUSBAND";

W I T N E S S E T H:

WHEREAS, the parties were married on June 13, 1969, in Davidson County, Tennessee, and lived together as Husband and Wife thereafter; and,

WHEREAS, there was one child born of the marriage, whose name and age are as follows:

Tracey D. Nichols - Age, 14 years

WHEREAS, certain serious differences have arisen between the parties hereto, which appear to be irreconcilable and an action for divorce is now pending in the Fourth Circuit Court for Davidson County, Tennessee, in the case of Melissa Rose Kirby Nichols vs. Robert Harold Nichols, Docket Number 85D-2876; and

WHEREAS, the said parties are desirous of definitely settling and determining all matters of property, support, custody and support of the children, and all other claims or rights between them which have arisen or might arise out of the marital relation between them, and as a result of any action for divorce; and,

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective rights and liabilities against and to the other and all of the estate and property of the other.

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:

EFFECTIVE DATE OF AGREEMENT

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

RIGHT TO LIVE SEPARATELY

2. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference direct or indirect, by the other as fully as though unmarried, and neither of the parties shall molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

CUSTODY AND VISITATION OF MINOR CHILD

3. The WIFE shall have the legal custody of the minor child of the parties, subject to the HUSBAND's right of visitation and subject to the Order of a Court of competent jurisdiction. The HUSBAND shall have the right of liberal and reasonable visitation with the said minor child at all reasonable times and places agreeable to the parties and upon reasonable notice to the WIFE, subject to the Order of a Court of compete jurisdiction.

CHILD SUPPORT

4. For the care, welfare, health, support and maintenance of the parties' minor child, Tracey D. Nichols, HUSBAND shall pay direct to WIFE the sum of Seventy-five Dollars ($75.00) weekly, payable on Friday of each and every week, beginning October 25, 1985, and continuing until such time as the said minor child has reached her legal age or otherwise become emancipated. Unless specifically ordered by the Court, such support shall not be reduced or prorated.

MEDICAL INSURANCE

5. For so long as WIFE is insurable and for so long as WIFE is employed at her present job or a similar job, providing group hospitalization and medical benefits under a Blue Cross/Blue

Shield plan, or similar plan, WIFE shall maintain and pay for hospitalization and medical insurance covering the parties' minor child, Tracey D. Nichols, until such time as the said minor child has reached his or her legal age or otherwise become emancipated. HUSBAND shall pay all bills or expenses for medical, dental or other health care provided for Tracey D. Nichols and not paid for by WIFE's insurance plan.

LIFE INSURANCE

6. For so long as HUSBAND is insurable, HUSBAND shall maintain and pay for a term life insurance policy on his life in a face amount of not less than Ten Thousand Dollars ($10,000.00), naming the WIFE as beneficiary thereunder, and he shall keep the said policy in full force and effect until such time as the parties' minor child has reached her legal age or otherwise become emancipated.

HOME PLACE

7. All right, title and interest which HUSBAND may have in and to certain real property in Davidson County, Tennessee, heretofore recognized as the home place of the parties during the course of the marriage, shall be divested out of the HUSBAND and vested in the WIFE, to be hers absolutely, subject to a first mortgage lien in favor of ~~Howard D. Kirby and wife, Deborah S. Kirby,~~ Eldon L. Kirby with a present approximate balance of Fourteen Thousand Six Hundred Sixty-five and 07/100 Dollars ($14,665.07), which WIFE agrees to assume and to hold HUSBAND harmless from same, said property being more particularly and specifically described as follows:

> BEGINNING at a point on the northerly margin of Old Hickory Boulevard, the common corner of Lots 29 and 30; thence with the line between said lots, northwardly 200 feet to the common corner of Lots 41 and 42; thence with the line between Lots 30 and 42, eastwardly 100 feet to a point, the common corner of Lots 31 and 43; thence with the line between Lots 30 and 31, southwardly 200 feet to the northerly margin of Old Hickory Boulevard; thence with the margin of the same, westwardly 100 feet to the beginning.

BEING the same property conveyed to Harold Nichols and wife, Melissa K. Nichols by deed from Howard D. Kirby and wife, Deborah S. Kirby of record in Book 6173, page 28, Register's Office for Davidson County, Tennessee.

HUSBAND shall remove himself and his property, as hereinafter set forth, from the parties' homeplace and establish a separate residence within thirty (30) days from date.

OTHER REAL PROPERTY

8. All right title and interest which WIFE may have in and to certain real property in Davidson County, Tennessee heretofore recognized as the property of HUSBAND or the joint property of HUSBAND and WIFE during the course of the marriage, shall be divested out of WIFE and vested in HUSBAND to be his absolutely, subject to a first mortgage lien in favor of HUSBAND's father with a present approximate balance of Nine Hundred Thirty-seven and 64/100 Dollars ($937.64), which HUSBAND agrees to assume and to hold WIFE harmless from same, said property being more particularly and specifically described as follows:

TRACT 1

BEING Lot No. 34 East Madison Addition, Nawaka Hills Estate, a subdivision of the northerly 25 acres of the Stiddum Land in the 11th Civil District of Davidson County, Tennessee, and according to a survey made and completed by T. W. Briley Co., Surveyors, Sumner County, Tennessee, on October 7, 1937.

SAID lot 34 fronts fifty (50) feet westerly margin of Kinsey Highway as shown on said plan, and extends back westerly one hundred fifty (150) feet to a dead line and measures fifty (50) feet thereon, bounded on the north by the lot of Ollie N. Bradley, and on the south by the lot of Mamie D. Davis.

BEING the same property conveyed to Dan T. Nichols by deed from Fred L. Kephart, of record in Book 5199, page 158, Register's Office for Davidson County, Tennessee.

TRACT 2

LAND in the 11th Civil District of Davidson County, Tennessee, being Lot No. 33 on the Plan of East Madison Addition, not of record, described according to a survey made by T. W. Briley, County Surveyor, Sumner County, Tennessee, October 7, 1937, as follows:

SAID Lot No. 33 fronts 50 feet on the westerly margin of Kinsey Highway and extends back between parallel

lines 150 feet to a dead line in the rear, measuring 50 feet thereon.

BEING the same property conveyed to Robert Harold Nichols and wife, Melissa Rose Nichols, by deed from Coress A. King and Nancy E. King English by Installment Deed of record in Book 5127, page 766, Register's Office for Davidson County, Tennessee.

Notwithstanding any provisions to the contrary, in the event either of the above-described properties are ever sold by HUSBAND twenty percent (20%) of the net proceeds of such sale or sales, after the payment of realtor's commissions, attorney's fees, and other closing costs, shall be put into a trust for Tracey D. Nichols, to be paid to her on her eighteenth (18th) birthday, or in the event she has reached her eighteenth (18th) birthday at the time of said sale or sales, to be paid directly to Tracey D. Nichols.

AUTOMOBILES AND VEHICLES

9. The parties own various automobiles, motorcycles and trucks licensed or required to be licenses for highway use. All right, title and interest of HUSBAND in and to a 1978 Oldsmobile Cutlass Supreme automobile shall be divested out of HUSBAND and vested in WIFE to be hers absolutely. All right, title and interest which WIFE may have in and to a 1973 Honda 750 motorcycle and a 1970 Ford F-100 pickup truck shall be divested out of WIFE and vested in HUSBAND to be his absolutely. The parties acknowledge that the said vehicles are free and unencumbered. The parties shall keep in force the present automobile liability and physical damage insurance policy until its expiration or until the parties are divorced. At which time each party shall be responsible for the payment of any and all automobile liability and physical damage insurance which he or she may desire on their respective vehicles. Each party shall, from date hereof, be responsible for all maintenance and upkeep on his or her respective automobile or vehicle.

BANK ACCOUNTS

10. The parties have heretofore made a division of all bank accounts owned by them jointly. All savings or checking accounts presently in the name of HUSBAND or WIFE shall continue to be his or her property absolutely, without any right, claim or demand on the part of the other party.

STOCKS, BONDS, SECURITIES

11. The parties represent and warrant that they own no stocks, bonds or securities, jointly or severally.

HOUSEHOLD GOODS

12. Ownership and title to all power tools and work tools, a dresser and chest, presently located in the child's bedroom, and a gun collection consisting of three (3) rifles and a 44 Magnum pistol, shall be vested and fixed in husband to be his absolutely. All other household goods, furniture, fixtures, appliances, tools and equipment, heretofore recognized as the joint property of the parties during the course of the marriage, shall be vested and fixed in WIFE to be hers absolutely, without any right, claim or demand on the part of the HUSBAND. Each party shall retain his or her own clothing, jewelry and other personal effects.

ALIMONY

13. The parties agree that neither party shall have any obligation to pay alimony to the other, either in solido or in futuro.

DEBTS

14. Except as hereinabove set forth, the parties have no other major debts. For so long as HUSBAND continues to jointly occupy the homeplace with WIFE, the parties shall share all bills or expenses in connection with the upkeep, maintenance and operation of the parties' homeplace, including all utility bills. Thereafter, WIFE shall assume all said bills and debts. All

other debts shall be paid one-half (½) by WIFE and one-half (½) by HUSBAND.

ATTORNEY'S FEES

15. HUSBAND shall, within thirty (30) days from date hereof, pay to Homer R. Ayers, Attorney for WIFE, the sum of ONE HUNDRED EIGHTY-SEVEN and 50/100 DOLLARS ($187.50) as attorney's fees in connection with the said divorce proceedings now pending. The remainder of such attorney's fees shall be paid by WIFE. HUSBAND shall be responsible for the payment of any attorney's fees incurred by him in connection with the said divorce proceedings and all Court costs in connection with the said divorce.

EMPLOYMENT BENEFITS AND RETIREMENT

16. Each party shall retain any and all employment benefits and retirement benefits, present or future, relating to his or her employment, without any right, claim or demand on the part of the other party.

MODIFICATION, WAIVER OF BREACH

17. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

RELEASE OF CLAIMS

18. Expect as otherwise herein expressly provided, the parties shall and do hereby mutually release, remove and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity which either of them ever had, now has or may hereafter have against the other, upon or by reason of any manner, cause or thing up to the date of the execution of this Agreement.

IMPLEMENTING AGREEMENT

19. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonable require for the purpose of giving full force and effect to the provisions of this Agreement.

20. In the event of the failure or refusal of either of the parties to execute and deliver any necessary or required deeds, instruments, conveyances or other documents to the other, then this Agreement shall be deemed to stand in the place of such document and shall have the same effect of such document, deed or instrument of conveyance would have if property executed, acknowledged and delivered.

FUTURE TRANSACTIONS

21. It is understood and agreed by the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment has been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

TENNESSEE LAW GOVERNS

22. This Agreement shall be governed by the laws of the State of Tennessee.

ENTIRE AGREEMENT

23. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

WITNESS our hands on the day and date acknowledged below.

Melissa Rose Kirby Nichols

MELISSA ROSE KIRBY NICHOLS, WIFE

Robert Harold Nichols

ROBERT HAROLD NICHOLS, HUSBAND

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MELISSA ROSE KIRBY NICHOLS, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 11th day of October, 1985.

NOTARY PUBLIC

My Commission Expires: 1-10-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ROBERT HAROLD NICHOLS, the bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 11th day of October, 1985.

NOTARY PUBLIC

My Commission Expires: 1-10-89

It is ORDERED, ADJUDGED AND DECREED that all provisions of the said property settlement agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the defendant, Robert Harold Nichols, for which execution may issue if necessary.

The current address of the HUSBAND is P. O. Box 1061, Madison, Tennessee 37116; the current address of the WIFE is 639 East Old Hickory Blvd, Madison, Tennessee 37115.

ENTER this the 16th day of January, 1986.

MURIEL J. ROBINSON, Judge

APPROVED FOR ENTRY:

HOMER R. AYERS, Attorney at Law
100 Long Hollow Pike
Goodlettsville, Tennessee 37072

BY: _____
HOMER R. AYERS, Attorney

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing final decree has been mailed to the defendant, Robert Harold Nichols, at his last known address at P. O. Box 1061, Madison, TN 37116, Tennessee, on this the 16th day of January, 1986.

HOMER R. AYERS,
Attorney for Complainant

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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* 16th *day of* January, 19 86, *in Case Number* 85D-2876 *between* Melissa Rose K. Nichols *Plaintiff, and* Robert Harold Nichols *Defendant, as same remains of record in Book* 150B, *Page* 828 *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* 18th *day of* February *in the year one thousand nine hundred and* eighty-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Kira Rooker *D.C.*

Form #GR-117