150A/678

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY KAY NORRIS DAVIDSON

Map-Par No.
11D-91564
53-9A-18

VS.

No. 85D-2588

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TERRY LEE DAVIDSON

FINAL DECREE

This cause came on to be heard on the 14th day of January 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by Mary Kay Norris Davidson against Terry Lee Davidson; personal service of process had upon the Defendant, Terry Lee Davidson; judgment by default duly entered against the Defendant, Terry Lee Davidson; a written, notarized Property Settlement Agreement tendered to the Court; testimony of the Complainant, Mary Kay Norris Davidson, in open Court; statement of counsel; and the entire record in this cause.

From all of which the Court finds that the parties have suffered irreconcilable differences, pursuant to Section 36-4-103, et seq., Tennessee Code Annotated, and the Complainant, Mary Kay Norris Davidson, should be awarded an absolute divorce from the Defendant, Terry Lee Davidson.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby and forever perpetually dissolved, and the Complainant, Mary Kay Norris Davidson, be and she is hereby granted an absolute divorce from the Defendant, Terry Lee Davidson, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and that the Agreement heretofore entered into between the parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT is entered into on the day and dates hereinafter stated, by and between **MARY KAY NORRIS DAVIDSON**, hereinafter referred to as the "Wife," and **TERRY LEE DAVIDSON**, hereinafter referred to as the "Husband," subject to the following premises and terms and conditions:

W I T N E S S E T H: That

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WHEREAS, the Wife has filed a Complaint for Absolute Divorce against the Husband in the Fourth Circuit Court for Davidson County, Tennessee, under Docket No. 85D-2588; and

WHEREAS, the parties have suffered certain irreconcilable differences in their marriage, resulting in their marriage becoming irretrievably broken, with no apparent possibility of reconciliation and the parties intend to live apart the rest of their lives; and

WHEREAS, the parties desire to enter into this Property Settlement Agreement, not out of levity or collusion, but to amicably settle their differences with respect to all property rights and to enter into a contract for the settlement of such rights and obligations to avoid unnecessary litigation and the attendant emotional stress and expenses which would accompany the same, not only for the present, but for the future, it being the intention that such contract will be affected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties; and

WHEREAS, both parties are aware of their possessions and obligations one to the other; and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated Court action; and

WHEREAS, the parties intend to tender this Property Settlement Agreement to the Court for approval in the event a divorce is granted in this cause.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements

hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

I. REAL PROPERTY.

1.1. Residence. The parties acknowledge that they are the owners, as tenants by the entireties, of certain real property located at 1442 East Cedar Lane, Madison, Davidson County, Tennessee 37115, as evidenced by Deed of record in Book 5678, page 660, Register's Office for Davidson County, Tennessee. If a divorce is granted in this cause, the Wife shall be awarded the residence and, within thirty (30) days from the date a divorce may be granted in this cause, the Wife shall pay the Husband the sum of TWO THOUSAND ($2,000.00) DOLLARS, in partial consideration for his equity interest in the parties' residence. Thereafter, the Husband shall retain a lien against the residence in the amount of TWO THOUSAND ($2,000.00) DOLLARS, which lien shall be paid on or before one (1) year from the date a divorce may be granted in this matter. Husband shall vacate the residence on or before the date a divorce may be granted in this cause.

1.2 First Mortgage. The residence is encumbered by a first mortgage indebtedness in favor of Security Federal Savings & Loan Association, as evidenced by Deed of Trust from Terry L. Davidson and wife, Mary Kay Davidson, to Everett A. Covington, Jr., Trustee, as shown of record in Book 5678, page 663, Register's Office for Davidson County, Tennessee. Wife shall assume and pay said first mortgage indebtedness and shall defend, indemnify and hold Husband harmless of the same.

1.3. Utilities and Repairs. The Wife shall assume the payment of all utilities, including, but not limited to, gas, water, electricity and telephone, from the date of execution of this Agreement, and shall indemnify and hold the Husband harmless of the same.

1.4. Joelton Property. The parties acknowledge that they are the owners, as tenants by the entireties, of a one-third (1/3) interest in certain real property located in the 14th, formerly the 24th, Civil District of Davidson County, Tennessee, and being part of Lot No. 2 on the Plan of the Division of the Lands of

Jesse F. Carney, Deceased, as of record in Minute Book "K", page 661, County Court for Davidson County, Tennessee. Said property is encumbered by a first mortgage in favor of United Companies Mortgage of Tennessee, Inc., as evidenced by Deed of Trust from the parties, Philip D. Campbell and wife, Renelle Campbell, and Richard T. Pope and wife, Barbara C. Christie-Pope, to Richard E. Lipsey, Trustee, dated 18 November 1983, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee. If a divorce is granted in this cause, the parties' interest in this Joelton property shall be vested in the parties as tenants in common; and each party shall assume and pay one-half (1/2) of the parties' pro rata share of said first mortgage indebtedness and shall defend, indemnify and hold the other harmless of the same.

II. PERSONAL PROPERTY.

2.1. Personal Belongings. The parties shall each be awarded his or her own wearing apparel, jewelry and other personal belongings. Husband shall be awarded all credit cards in his name.

2.2. Household Furniture. The Husband shall be awarded the following articles of household furniture and furnishings, to wit: One (1) Paul Bunyon bedroom set, which includes bed with steps, chest of drawers, two (2) bedside tables with brass lamps, and bedspread and sheets for this bedroom set; one (1) wooden framed mirror, which matches the bedroom set; one (1) dining room set, including maple dropleaf table with four (4) matching chairs; two (2) wicker bottom chairs previously owned by Ruth Davidson; one (1) roll-top desk and matching chair, and green case glass desk lamp; one (1) black Boston rocker; Lazy Boy sofette; one (1) maple table (located in study); one (1) floor lamp (located in study); one (1) filing cabinet (metal); one (1) chest style freezer; one (1) Krups coffee maker and Krups grinder; one (1) Sears vacuum cleaner; one (1) irong board and iron; all guns and gun case; all tools and tool cabinets; all personal backpacking equipment;

personal papers and books; one (1) alabaster statue; the following pictures - Vanderbilt mirror, Sherlock Holmes, Pen and Ink by Harry Caldwell Davidson, Pipe and Newspaper (hanging in study), two (2) deer in great room along with portraits of Robert E. Lee and Nathan Bedford Forrest, Confederate generals (hanging in bedroom), Irish toast framed needlepoint, and mounted deer; Sony alarm clock; portable television set; Magnavox portable radio/cassette player; and one-half (1/2) of all household items such as cookware, dishes, silverware, towels, sheets, etc. Husband shall assume any outstanding indebtednesses on the household furniture and furnishings awarded him hereunder, and shall save, indemnify and hold the Wife harmless of the same. All the rest, residue and remainder of the household furniture and furnishings located at the parties' residence at 1442 East Cedar Lane, Madison, Davidson County, Tennessee 37062, shall be awarded to the Wife. Likewise, Wife shall assume any outstanding indebtednesses on the household furniture and furnishings awarded her hereunder, and shall save, indemnify and hold the Husband harmless of the same.

2.3. Automobiles. The Husband shall be awarded his 1982 Saab automobile, and the Wife shall be awarded her 1984 Buick Century automobile. Each party shall assume the outstanding indebtedness on his or her automobile and shall save, indemnify and hold the other harmless of the same. Both parties further agree to execute any and all titles to said automobiles conveying all of his or her right, title and interest in and to said automobiles, and to return any set of keys to said automobiles in his or her possession. The parties further hereby recognize that each shall be responsible for securing such bodily injury, liability and property damage insurance on the vehicle(s) awarded to her or him, and that neither party shall have any responsibility to the other party for obtaining such insurance.

2.4. Bank Accounts. The Husband hereby relinquishes any claim he may have in and to the proceeds of Wife's individual checking and/or savings accounts, and acknowledges that the same are the sole and separate property of the Wife. The Wife, likewise, hereby relinquishes any claim she may have in and to the proceeds of the Husband's individual checking and/or savings accounts, and acknowledges that the same are the sole and separate property of the Husband.

2.5. Savings Bonds. Husband and Wife shall each be awarded one-half (1/2) of all Savings Bonds in the name of Husband.

2.6. Specific Debts. The Husband shall assume and pay the following accounts and liabilities, to wit: MasterCard, Levy's, Penney's, Sears, Gordon's Jewelers, VISA, Kay Jewelers, and General Electric Credit Corporation, and shall save, indemnify and hold the Wife harmless of the same. The Wife shall assume and pay the following accounts and liabilities, to wit: Cain-Sloan account in her name, Harvey's account in her name, Castner's account in the name of Husband's parents', with an approximate balance of $91.00, Castner's account in the name of Husband's parents', with the approximate balance of $154.00, Sears account for carpet installed in residence, and Whirlpool Acceptance Corporation for the washer, and shall save, indemnify and hold the Husband harmless of the same.

2.7. Other Debts. The parties further agree that she/he shall be solely responsible for the payment of all outstanding individual debts incurred by her or him prior to the date of the execution of this Agreement, except as otherwise set forth herein, and that each shall hold the other harmless from any liability for such individual debts. It is further understood and agreed between the parties that, from the date of the 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 shall have been made will indemnify the other to the full

extent of the amount paid, inclusive of interest and legal expenses, if any.

III. ALIMONY.

3.1. Periodic Alimony. Beginning on the 1st day of the first month after this Property Settlement Agreement is executed, Husband shall pay Wife the sum of Two Hundred Fifty ($250.00) Dollars per month for twenty one (21) months, as periodic alimony.

IV. ADDITIONAL CONSIDERATIONS.

4.1. Acceptance by the Parties. With respect to each party's responsibility for the payment of certain debts and liabilities and her or his obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Act, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement.

4.2. Confidentiality. The parties agree to keep confidential any actual, purported or potential grounds for divorce that either may have against the other and not to use such matters against the other hereto in any manner whatsoever or for any purpose whatsoever.

V. MISCELLANEOUS.

5.1. Divorce. The Wife shall proceed with obtaining an absolute divorce from the Husband upon the grounds of Irreconcilable Differences.

5.2. Attorney's Fees. Husband shall pay John R. Reynolds, Attorney, $250.00, representing the balance of his attorney's fees for his good and valuable sesrvices rendered in this matter.

5.3. Court Costs. The Husband shall pay the final costs of this cause.

5.4. Tax Exempt Status. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition of property, but is an equal division of property by co-owner.

5.5. Entire Agreement. It is understood and agreed between the parties hereto that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge from all of the claims arising out of their marital relationship and that each hereby remises, waives, releases and forever discharges the other from any and all claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to act as administrator or executor of the other's estate; and this agreement applies to all property now owned by the Husband and Wife or any property either of them may acquire in the future.

5.6. Future Considerations. The parties further agree to sign and all instruments, documents, titles, covenants, tax waivers or deeds necessary to carry out the full intent and purposes of this Agreement. Furthermore, the parties acknowledge that they shall continue to live separate and apart for the rest of their lives and shall be free from interference, authority and control, direct or indirect, by the other as fully as if sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, engage in employment, business or profession, which he or she may deem advisable.

5.7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto, their personal representatives, heirs, assigns and successors in interest.

5.8. Arm's Length Transaction. The parties acknowledge that they have jointly entered into this Property Settlement Agreement, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against either party.

5.9. The parties acknowledge that they have read this instrument in its entirety and have signed this instrument and that this instrument is entered into freely, knowledgeably, in good faith and without exertion or duress or undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the 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.

5.10. No waiver of any breach or default hereunder or misrepresentation contained herein shall be implied from any omission of the non-defaulting party to take any action on account of such misrepresentation, breach, or default.

5.11. The parties shall promptly notify each other in writing of all matters which may give rise to a right of indemnification hereunder, and the indemnifying party shall have the right to settle and, at his/her own expense, to defend through counsel of his/her own choosing, any action which may be brought in connection therewith. In the event that the indemnifying party fails or refuses to contest any claim which may give rise to a right of indemnification hereunder, the other party may contest or settle such claim, which action shall not constitute a waiver of their rights hereunder.

5.12. Submission to Court. The parties acknowledge that this Agreement, subject to Court approval, shall be incorporated in and be made a part of any Decree of Divorce as may be entered hereafter.

Executed on this 16 day of December 1985, by the Wife, and on this 16 day of December 1985, by the Husband.

Mary Kay Norris Davidson
MARY KAY NORRIS DAVIDSON - Wife

Terry Lee Davidson
TERRY LEE DAVIDSON - 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 MARY KAY NORRIS DAVIDSON, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 16 day of Dec 1985.

Laura Hinchi Notary Public

My commission expires My Commission Expires July 9, 1989

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 TERRY LEE DAVIDSON, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 16 day of Dec 1985.

Laura Hinchi Notary Public

My commission expires [illegible]

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest the Defendant, Terry Lee Davidson, has in and to the following real property known as 1442 East Cedar Lane, Madison, Davidson County, Tennessee, be, and the same is hereby vested solely in the Complainant, Mary Kay Norris Davidson, said real property being more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Unit No. 1442 of Neely's Bend Villas, as of record in Book 5200, page 262, Register's Office for said County, to which reference is hereby made for a more complete and accurate description of said unit.
>
> Being the same property conveyed to Terry L. Davidson and wife, Mary Kay Davidson, by deed from Jack Driver and Son, Inc., a Tennessee corporation, of record in Book 5678, page 660, Register's Office for Davidson County, Tennessee.

The current addresses of the parties are as follows: Complainant, Mary Kay Norris Davidson, 1442 East Cedar Lane, Madison TN 37115; and Defendant, Terry Lee Davidson, 108 Club Parkway, Nashville TN 37221.

The costs of this cause are taxed against the Defendant, Terry Lee Davdison, for all of which let execution issue, if necessary.

Enter this 14th day of January 1986.

JUDGE

Approved for Entry:

JOHN R. REYNOLDS
Attorney for Complainant
216 Third Avenue, North
Nashville TN 37201
Tel: (615) 256-2694

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Final Decree has been mailed to the Defendant, Terry Lee Davidson, at 108 Club Parkway, Nashville TN 37221.

This 14th day of January 1986.

John R. Reynolds

cc: Ms. Mary Kay Norris Davidson

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IDENTIFICATION REFERENCE

FEB 21 2 53 PM '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* 14th *day of* Jan, *19* 86, *in Case Number* 85D-2588 *between* Mary Kay Norris Davidson *Plaintiff, and* Jerry Lee Davidson *Defendant, as same remains of record in Book* 150A, *Page* 678 *of the Minutes of said Court.*

CIRCUIT COURT

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 19th *day of* Feb *in the year one thousand nine hundred and* 86 *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Dyer *D.C.*

Form #GR-117